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The Solicitors' Journal.

LONDON, JUNE 26, 1869.

PUBLIC ATTENTION has scarcely been sufficiently attracted by the extraordinary character of the proceedings recently adopted by the Mayor of Birmingham in order to shut the mouth of Murphy, the "Protestant" lecturer. The Birmingham riots of 1867, of which Murphy was unquestionably one of the chief causes, are still fresh in men's minds; and there is a general, and, we must add, a not unfounded, notion abroad that Murphy is a person whose suppression would do no harm to anybody, and, indeed, would probably be for the advantage of all but those stormy spirits who delight in the atmosphere of religious strife. There are, however, two ways of putting a man down, a right way and a wrong way, and the Mayor of Birmingham has unquestionably chosen the wrong way. The facts, as stated by the Home Secretary on Tuesday evening last in the House of Commons, speak for themselves. The language of Mr. Bruce is so remarkable as to be worth quoting in its exact terms:—

"He had recently," he said, "received a letter from the Mayor of Birmingham, stating that large placards were posted about the town, informing the people that Mr. Murphy would attend the meeting on the Irish Church question. Considering this announcement respecting a man who had created so much tumult in Birmingham and other towns might lead to fresh disturbances in a meeting called to consider so interesting a subject as the Irish Church Bill, he was impressed with the conviction, that in the interests of peace and order, he should prevent Murphy entering the hall, and therefore ordered his arrest. Murphy was accordingly arrested, bail was taken for him, and he appeared before the magistrates, who dismissed the case. No information was laid, and consequently none could be produced. He had been unable to discover that the Mayor of Birmingham acted under any Act of Parliament, or had any legal sanction for what he did: he appeared to have acted on the basis *salus populi, suprema lex*, and to have undergone some considerable personal hazard for the purpose of averting a popular danger."

We are not surprised at Mr. Bruce's failure to discover by virtue of what authority the Mayor acted, for the fact is that his proceedings were entirely incapable of justification either by statute or common law. It may be, indeed, that it is, at common law, within the power of those in whom the local government of a town is vested to put a stop to proceedings which there is good reason to believe may lead to a breach of the peace, and perhaps even to arrest any person whose conduct is likely to bring about a disturbance. But such an extreme course ought, at all events, never to be resorted to without the strongest evidence that the apprehension of a riot is well founded. When such evidence is forthcoming the maxim cited, "*salus populi, suprema lex*," may have some application. But Murphy was arrested on no evidence whatever: "no information was laid," but the Mayor was "impressed with the conviction that, in the interests of peace and order," Murphy ought not to be allowed to enter the hall. It is impossible to justify an exercise of power so absolutely without any legal foundation. The liberty, even of Murphy, troublesome fanatic as he is, ought not to be dependent on the "convictions" of the Mayor of Birmingham.

THE TRIAL of the Overend and Gurney directors appears to have been fixed by the consent of all parties for Friday next, and will take place in the Court of Queen's Bench at Guildhall. During the same interview at which this arrangement was come to, the prosecutor is said to have intimated the intention, which he has already expressed elsewhere, of conducting the case in person; and to have received from the Lord Chief Justice the answer which we long ago pointed out that he must receive—namely, that he could not do so.

Dr. Thom writes to the *Daily News* complaining of this rule; and saying that he still intends on the day of the trial formally to claim what he conceives to be his right. This is natural enough. It is not unreasonable that Dr. Thom should desire the decision of the point to be made publicly and formally.

That the present state of the law operates hardly upon prosecutors in Dr. Thom's position, we have always admitted; but we do not think he puts the hardship upon exactly the right ground. He says:—

"Messrs. Lewis & Lewis, who had asked the Home Secretary to undertake the conduct of this prosecution, yesterday received an unfavourable answer to their application. While her Majesty's Administration was thus casting on me the expense, the head of her Majesty's criminal judiciary was simultaneously aggravating the burden by pronouncing me to be disqualified to discharge in person any portion whatever of the obligation which the Lord Mayor of this greatest of cities had laid on me under a penalty of £5,000 sterling."

To this there appears to us to be a very complete answer. In the first place, though we shall not attempt to define the obligations imposed upon a prosecutor by the fact of his being bound over to prosecute, it is at least doubtful whether he could be held to forfeit his recognisances to not appearing furnished with counsel. And in the second place the Lord Mayor did not pounce upon Dr. Thom unawares and bind him over against his will to prosecute. The case was set in motion by Dr. Thom himself with, of course, full knowledge that, unless the charge were dismissed, he must be bound over to prosecute, and that he must prosecute, if at all, in such manner as the law allows. The real hardship of the case does not arise out of the formal recognisances, because the real duty to prosecute arises out of nothing of the kind, but out of the very nature of our criminal system. The State provides criminal laws, and criminal courts; but it does, generally speaking, nothing to bring these to bear upon individual offenders. This it leaves to any of its citizens to do, and relies upon their virtue and patriotism to do it. Hence the duty of private persons to prosecute crime. Any person who does take upon himself this invidious task takes upon himself also all and more than all the responsibilities of an ordinary litigant fighting for his own sole benefit. And there is some hardship in denying him the privilege of an ordinary litigant, or in any way increasing the cost at which he discharges a public duty. But all this goes to show, no that private prosecutors ought to be allowed to conduct their cases in person. Nothing could be more mischievous, or less conducive to the interests of justice. What it does show is that private prosecutors ought not to have the burden of prosecution cast upon them at all—that we ought to have a public prosecutor.

IN THE PROGRESS of the Bankruptcy Bill through committee during the past week several very important questions had to be disposed of. That which occupied most time was the very serious one of the compensations to be paid to the holders of abolished offices. It is most unfortunate that upon every bill which abolishes judicial offices or offices connected with the administration of the law the mode of giving compensations should have to be discussed just as if it were a new question and had never arisen before; and it is more unfortunate still that in each case that arises Parliament acts upon a different system. It is high time that some clear and

plain principle should be laid down upon this subject, so that public servants may know what their position will be in the not very remote contingency of their offices being swept away in the progress of reform; and that reformers may have some idea what they are doing in proposing changes such as the present. The Bankruptcy Bill originally contained three clauses on this subject.

Clause 130 gave to the *commissioners* and *registrars*, and other persons, if any, holding their offices *during good behaviour*, or *during good behaviour, subject only to removal by the Lord Chancellor for good reason*, their full salaries for life. Clause 131 empowered the Commissioners of the Treasury to determine what compensation should be given in all other cases. Clause 132 provided that if a person receiving a compensation annuity should accept any further office the salary of such office should be deducted from his annuity. This scheme met with a good deal of opposition, and the difficulty was met in this way:—Clause 130 was struck out altogether, and the commissioners and registrars were thus left to come in with other officers. But power is given to the Lord Chancellor, if sufficient circumstances are shown, to give in any case to a commissioner or registrar his full salary. On the other hand, these officers are to be bound to accept other offices of a like character to those abolished.

Now it seems to us that by these provisions the commissioners and registrars are somewhat hardly dealt with. If a man has given up his professional practice to accept an office which he will be entitled to hold for life, it is hard to turn him out with only the choice of accepting a diminished income or undertaking work he never bargained for. No doubt, any other mode of dealing with the case is very expensive to the public. But then the fault lies with the public—that is, with Parliament. There ought to be a known rule as to the matter, and then every person accepting an office for life would impliedly accept it subject to the terms of such known rule.

Another clause was added to the bill providing that solicitors may practise before the new Court of Bankruptcy.

A clause was also added dealing with the subject of composition arrangements. But as to this we must suspend our judgment until the exact terms of the clause are before us, the subject being one, as past experience has taught us all, as to which every word and every syllable also enacted by the Legislature must be weighed with extreme care.

The companion bill to the Bankruptcy Bill, that for the abolition of imprisonment for debt, has also been in committee, and, as might well have been foreseen, the chief discussion was upon the vexed question of imprisonment by county courts for small debts. We need hardly remind our readers that for some years past strong condemnation has been expressed in many quarters of the system of having one law as to large debts and another as to small. And, of course, when it was proposed to abolish imprisonment altogether in the case of large debts, the objection to retaining it in the case of small was the more strongly felt. But, as our readers know, the opinion of the county court judges is so strong as to the absolute necessity of leaving them their present power, that the Attorney-General, like his predecessors, yielded to it, and in his bill, as originally framed, left the inequality in the law as to large debts and small untouched. But in committee he has, with the assent of the committee, added a clause which no doubt removes all inequality, but in a very unexpected and very unsatisfactory way—namely, by giving the superior courts the same power which the county courts have of imprisoning for six weeks a debtor who wilfully makes default in payment of a debt. Now, no one has ever suggested that such a power is needed; the judges have never asked for it; it is wholly inconsistent with the principle of the bill; it will impose much disagreeable labour upon the judges, and increase the work at judges' chambers very largely. And all this is to be faced, not because the clause is useful, but to remove in name, for it will be only in name, an anomaly in the law.

THE REFERRING of the Government Howard-street Site Bill to a select committee has practically shelved the question for a time, so far as the public are concerned, and has deprived the Carey-street site of Sir Roundell Palmer's advocacy in committee. But it is on account of the costly delay, which the nation can ill afford, that we principally regret the step which has now been taken. The mere delay is of more importance even than its cost in money, but £30,000 a-year interest on purchase expenses is a heavy charge to protract as it is now protracted.

A deputation of city and west-end solicitors waited this week upon the Chancellor of the Exchequer to express their approbation of the Embankment site, and their disapprobation of the course taken by the Council of the Incorporated Law Society, who had, they said, been acting *ultra vires* in advocating, as they had done, the cause of Carey-street. They went so far as to impute that this advocacy was due to interested motives—a vague accusation which was unsupported by any corroboration whatever, and is exceedingly improbable. Whether or not the Incorporated Law Society did or did not act within the scope of their functions in exerting themselves in favour of the Carey-street site is a point which does not much concern us, but as a matter of fact, it is true that the lawyers of both branches do in a very large majority approve the Carey-street site. To the petitions presented we attach but little importance. On a question of any moment there are always, as in the present case, petitions and counter petitions, and every one who has ever watched the progress of a public question knows how easily petitions are got up and how little they mean. Nor do the arguments wielded by the deputation in question (which we reprint in another column for the sake of fair play) alter in any respect the previous positions of the attack and the defence. The effect is, that a protest has been made by a certain number of solicitors that the Embankment site is more convenient than the Strand site. In a body so vast as the legal profession unanimity is not to be expected, but upon this question there is a very near approach to it. So much so, indeed, that the lawyers' feeling on the matter has even been made use of to bring the old site into disfavour with the public, as though the "lawyers' view" must necessarily be crabbed, perverse, and unwholesome.

Upon the question of cost we have not yet been placed in possession of any calculation showing that to sell the old site and buy and clear another, incurring fresh law expenses, can be anything but an additional and heavy source of expense, and the expenditure of time is still more obvious. With reference to the approaches, the supporters of Howard-street seem to forget that whatever approaches Carey-street may need from the northward Howard-street will need too; with the difference that for Howard-street they will have to be longer, and therefore more expensive. Nor is it the fact that Howard-street is as much more convenient for the Temples as Carey-street is for Lincoln's-inn. In short, convenience, time, and economy alike point to the expediency of placing the reduced building on the old site.

THE CONSTRUCTION of section 5 of the County Courts Act, 1867, as to costs, seems now to be settled. That section, it will be remembered, provides that a successful plaintiff shall not have costs (unless allowed by the judge or court) in "any action," unless he recovers more than £20 in an action of contract and more than £10 in an action of tort.

A doubt has hitherto been felt as to whether the words "any action" apply to actions which cannot be brought in a county court, but three late cases, *Gray* v. *West* (17 W. R. 497), *Craven* v. *Smith* (17 W. R. 710),

and *Sampson* v. *Mackay*, decided last week in the Queen's Bench, have now removed this doubt. These cases are not in entire accordance with one another, but the result of them is that section 5 applies to all actions, whether they could be brought in the county court or not; that the allowing of costs in either case is in the discretion of the judge of the court, and that the fact that a particular action could or could not have been brought in the county court will be a matter for consideration in the exercise of that discretion.

THE ASSESSED RATES BILL on which we commented at length last week has now been considered on two occasions in committee by the House of Commons. It will be remembered that we expressed a strong opinion that the bill would carry out the desired object, provided that the inducements held out to landlords to compound were found in practice to be sufficient. It appeared to be the opinion of the House that these inducements would not be sufficient, and, in deference to this opinion, Mr. Goschen promised to introduce a new clause giving vestries power to rate owners compulsorily in certain cases, and this he has now done. Whether this alteration was required is perhaps doubtful, but we do not think it can do much harm. All the provisions of the bill as it stood before with regard to owners rated by agreement will apply to the owners who are to be rated compulsorily, and our former remarks will therefore still apply to the bill. Several other amendments were proposed on the first occasion, but none of importance were carried. No great progress was then made, but the opinion of the House seemed in favour of eventually passing the bill. Mr. Vernon Harcourt, in introducing an amendment which he afterwards withdrew in favour of Mr. Goschen's proposition, made a long speech, in which he advocated the repeal of what he called still, in the accustomed phrase, the rate-paying clauses. Mr. Gladstone, however, pointed out, what we have so often insisted on, that this as applied to the clauses in question is really a misnomer, that these clauses have not the effect they are supposed to have, and that if they were repealed the grievances complained of, the existence of which Mr. Harcourt very clearly demonstrated, though he attributed them to the wrong cause, would still exist. What is wanted is not to repeal the clauses, but to settle what is to be the law of rating small tenements; having done this, if the rating conditions attached to the franchise are found not applicable to the law as so settled, then they must be altered or repealed if necessary. That, however, is a subsequent question, though in the opinion of some it may be an argument in favour of one system of rating as against another, that it will not, while the other will, necessitate some alteration of the conditions of the franchise.

On the second occasion (Thursday night) when the bill was considered, further progress was made. Mr. Vernon Harcourt again showed himself, by some of his remarks, unable to appreciate the fact that the scope of this bill was to remedy economical grievances without affecting the franchise. The amendment, however, that he proposed was one which, as we said in our remarks last week, would only have carried out what we imagined to be the object of the bill. As, however, the House, by a large majority, have decided that they do not mean this, we think they should now introduce some amendment to make it clear that the expression "rates payable by the occupier," in the Acts relating to the franchise, includes "rates left unpaid by the owner." Possibly, however, the new clause, providing for notice being given to these occupiers, of the landlords' default, will meet the case, as it will probably be held that after such notice the rates become payable by the occupier, but not before. The remaining clauses passed through committee with unimportant amendments, except that the suggestion we have pressed strongly on various occasions was adopted; and the liability of occupiers to rates has been made strictly apportionable according to the length of their occupation.

THE COURT OF QUEEN'S BENCH have this month decided against the bakers the much vexed question whether or no cottage loaves are "fancy bread" within the meaning of the Sale of Bread Act (6 & 7 Vict. c. 37), and therefore exempt from the requirement of being sold by weight. The judges considered it proved that at the date of the Act cottage loaves were uncommon, and, being more expensive to produce, were pointed at in the phrase "fancy bread," but that at the present day the phrase is not properly applicable to such loaves in consequence of their having in the interim become quite common. The question thus was—is the phrase as used in the Act to be considered as applying only to such bread as was considered "fancy bread" when the Act was passed, or to whatever might from time to time be considered so? This was certainly a subtle question of interpretation, and, indeed, the judges differed on it, Mr. Justice Hannen holding the former view in contradiction to the Lord Chief Justice and Mr. Justice Lush. But whatever may be argued *pro* and *con* upon that question, the decision is practically an exceedingly wholesome one, and, as we have pointed out before, it can work no hardship on the baker. As cottage bread is rather more expensive to make than batch bread, the baker can recoup himself by advancing the price; but he should be compellable to sell by weight whatever kinds of bread are in common and ordinary use.

THE MINES REGULATION BILL.

Public policy demands that the Legislature should in some cases interfere with, and exercise control over, individuals in respect of the manner of their carrying on particular branches of legitimate trade or industry, though the extent to which interference is justifiable or expedient must always be a question of some doubt and difficulty. Thus, the policy of the Factory Acts, notwithstanding that they go to some extent in restraint of trade, is now almost universally approved, and their usefulness admitted. At the present time there is a tendency in many quarters to demand a much more extensive legislation of this character than we have already, and public opinion is by no means settled or decided as to how far it is expedient to make our Government what is called a paternal Government.

In regard to the Government inspection of coal mines, there has been for some years past a certain amount of agitation, consequent upon the terrible catastrophes that have occurred, in favour of a considerable extension of the numbers and powers of the Government inspectors. Committees of the House of Commons have taken voluminous evidence on this and other points connected with mines, and further legislation has been promised by several Governments. The Home Secretary has in this session introduced a bill to consolidate and amend the laws relating to the regulation and inspection of mines, which seems likely to become law. It is proposed to repeal the three Acts which now deal with the subject, and to re-enact their provisions, with a few amendments. Most of these amendments are not very important, being principally directed towards clearing up difficulties in interpreting or in practically working the former Acts. There are, however, a few new provisions of some importance. The bill contains clauses relating to the employment of women and children, and to the manner of payment of wages, which we do not propose to notice in detail. The principle of these clauses is that of the Factory and Workshop Regulation Acts and of the Truck Acts, and they are only required for the purpose of applying provisions similar to those contained in those Acts to the somewhat peculiar case of mines. The provisions to which we desire to call attention are those which provide for the manner in which mines shall be worked, and the coal or other minerals got.

Of course the main object sought to be attained by these provisions is the safety of the miners; but there

are other objects which ought not to be lost sight of. Attention has been drawn of late to the possibility of the exhaustion of the coal supply of this country, and to the important consequences which would follow if that were to take place. One of the new provisions of the present bill, requiring maps of abandoned workings to be preserved, has evidently been introduced with a view to a time when coal may have become more scarce than at present. The subject of the gradual exhaustion of the coal supply is, however, closely connected with the subject of the safe working of mines, because, as the coal has to be sought at a greater depth, the difficulties and dangers of working usually increase. We may assume, therefore, that the object which the Legislature has or ought to have in view in framing a Mines Regulation Bill is to encourage the getting of coal at once economically and safely. Now, it is obviously to the interest of coal-owners to work their mines economically and safely. It might, therefore, be thought that they might safely be trusted to look after their own interests, and to a considerable extent this is the case. Indeed, one of the strongest arguments against any considerable extension of the powers and duties of the inspectors is that which the present inspectors for the most part advance—viz., that the responsibility of the owner, which at present insures considerable care and attention, would be greatly diminished by such an alteration. The owner would say, when any accident happened, that the inspector had always been satisfied with the arrangements of his mine, and that therefore there could be no neglect, and, consequently, no responsibility on his part. Inasmuch as no Government inspection could be so effectual as superintendence on the part of the owner under a sense of responsibility, it is probable that, on the whole, the safety of the miners is best consulted by a system of inspection such as exists at present, provided, of course, that it is effectively carried out. That system is to appoint an inspector for a large district, containing many mines, which he could not be supposed to be thoroughly and practically acquainted with. He is, however, empowered to visit any mine at reasonable hours. His address is known to the miners, and he takes care to make it as well known amongst them as possible that he is always ready to investigate any complaint, or give his opinion on any matter of doubt. In order to make this system effective, it is only necessary to persuade the miners to avail themselves freely of this power of calling in the inspector whenever there is anything in the pit in which they work which they consider likely to lead to danger, and for owners to encourage those in their employ to take the opinion of the inspector in this way, instead of discouraging it, or considering that a visit from the inspector necessarily involved an imputation on their management, as in many districts is the case at present.

The bill now before Parliament does not propose to alter this system by providing for any increase in the number of inspectors, or for any sub-inspectors—such as many persons have thought it desirable to appoint. This is all left as it was before; but the statutory precautions against accidents are amended and somewhat increased. As the attention of the public has, by a recent disaster, been again called to the subject of the law relating to the prevention of accidents in coal mines, it seems a fit topic for our notice.

Fatal accidents in coal pits may be divided into four classes—viz., cases of explosion, inundation, falls of roof, and machinery accidents. As regards the last class of accidents, the provisions of the bill are substantially the same as in the repealed Acts, with the addition of a general clause requiring all dangerous machinery used in or about mines, and near to which persons may pass in the course of their employment, to be fenced. As regards falls of roofs, which—though probably the fact is not generally known—cause in most years as many deaths as explosions, there is a new provision of some importance—viz., that no deduction shall be made from any wages for the cost of any timber used, or any other expense incurred in propping up the roof or side of any part of the mine. In many districts it has been the custom, under pretext of paying by contract for so much work done, to charge the collier with the expenses incurred in the work, such as the cost of timber. The result, of course, was that the collier was tempted to work with insufficient protection; and if an accident happened, the mine owner could not be considered to blame, inasmuch as he would always show that the want of the necessary props was owing not to his default, but to that of the workman. As regards inundations, the bill rather amplifies and enlarges upon the provisions of the former Acts as to boring and testing for accumulations of water. The clause to which we have already referred as to the preservation of plans of old workings, will also enable mining engineers with care and foresight to render accidents from this source less frequent. We come now to explosions; and it is, of course, very much with a view to render these less frequent, and, when occurring, less fatal in their results, that the public demands further legislation. It probably will be admitted that, as circumstances must vary so much in each case, it is impossible to provide by enactment for the particular system of ventilation which shall be adopted. The province of the Legislature is only to secure that precautions which science and experience have shown to be generally useful shall not be neglected. It is with reference to precautions which necessitate a certain outlay on the part of the mine owner that this is especially required. One of the most important statutory requirements, which was first enacted in 1862, is that in every coal or ironstone mine there shall be at least two shafts. Formerly it was a frequent practice to have but one shaft, through which both the descending current of fresh air and the ascending current of foul air passed, being separated only by a wooden partition. On the happening of any accident to this partition, which almost inevitably resulted from any explosion or from any accident in the shaft, the ventilation of the pit was stopped, and the persons below were almost necessarily suffocated. Next in importance to this comes a new provision in the present bill, which we hope will prevent for the future the result of explosions being so extensively fatal, as it has been in some recent instances. This is that mines in which more than 100 persons are employed shall be divided into separate ventilation districts, in each of which not more than 100 persons shall be employed. By the explosion which took place at the Oaks Colliery in December, 1866, 354 persons lost their lives, six only who were in the pit at the time being ultimately saved, besides which 27 explorers lost their lives by a second explosion. This is by far the largest number ever killed by one explosion, and it will be some satisfaction if the lesson taught by that disaster is not entirely lost. It was pointed out at the inquest held on that occasion, and by the reports of the two inspectors who attended it, that if the mine had been effectively divided into districts a large number of these persons would have been able to escape, indeed would very likely not have felt the explosion at all. Since then two explosions have taken place in the Ferndale Collery, which is divided into districts, and on neither occasion has the effect of the explosion been felt throughout the pit. There can be no doubt that the provision will meet with considerable opposition from mine owners, unless they may think the clause in the bill is so framed as to be practically inoperative, which we are not sure is not the case. It is to be hoped, however, that the members of the Legislature may have sufficient information on the subject to enable them to resist any efforts that may be made to throw out this clause, and also that some one will see its defects as it stands, and have them remedied. Omitting a few words, immaterial so far as our present observations are concerned, it runs thus:—

Unless a mine be divided into separate districts in such a manner that each separate district has at least one independent intake (or passage for the supply of air from the downcast shaft) and at least one independent return airway (or passage for the current of air from the district to the upward shaft), not more than 100 persons shall be employed in it.

Now what is required is not so much that there should be for each district independent entrances and exits for the air, as that there shall be no other communication with the rest of the mine. The Oaks Colliery itself was divided into separate ventilation districts in a manner which probably would have complied with the provisions now proposed to be enacted. Yet there were other communications going all round the pit, and by which the air was merely prevented from passing by doors and such like devices. Thus upon the explosion taking place, from the connection existing between the airways it spread throughout the pit, and but six out of the three hundred and sixty persons in the pit escaped with their lives. What is required is a solid division consisting of the mineral itself, so that each district may be in effect a separate mine. It will be difficult no doubt now to effect this in mines that have been worked for any length of time on the old system, but this is just one of the points in which the interference of the Legislature will do great good. Mining engineers are mostly able to devise efficient systems of ventilation if they only know beforehand what they are going to do. They get into difficulties, however, when they come to push on their workings indefinitely, and try to ventilate them on the same system as they began with. If the new clause only induces engineers to plan their works not only with a view to the present but to the future it will do a good deal; we hope, however, it may be so altered, or, if not altered, may be so construed by the Courts as to secure that not more than 100 persons can, where the Act is not contravened, have their lives endangered by the same explosion. We next come to the requirements as to ventilation, which are much the same in the bill as in the old Act. These are in effect that an adequate amount of ventilation shall be produced to render harmless noxious gases, so that the working places may be fit for working; and that other places not in actual course of working and extension should be fenced off so as to prevent access. This will apparently still permit, or, at least, if the construction put upon it by the mine-owners should be held to be correct, would permit the dangerous practice of storing gas in goaves or old workings ready to pour forth at any time and cause a disastrous explosion, to be still carried on. We could have wished to see an alteration which would have rendered it incumbent on the owners either to ventilate or else to fence off so that no gas can issue out of these places. Perhaps, however, as scientific men are not at all agreed as to the best mode of doing this, it is too much to expect at present. It is still left, as it must be, to be provided for by the special rules of each colliery, whether safety lamps or ordinary lamps are to be used. This is wise, because if safety lamps were to be used everywhere it would encourage their being tampered with, which is too often done at present. There is, however, a new provision that wherever safety lamps are to be used blasting is forbidden. There is one omission which we regret to see, and that is that there is no penalty imposed on the owner or agent for sanctioning breaches of the rules by the colliers. Whenever an explosion occurs cases are brought up against the men to show their carelessness and the manner in which they break the rules. It is impossible, however, that when there is that vigilance that there ought to be this can be done without the knowledge and connivance of the manager. In fact, in too many cases the rules are made, as was said recently by Colonel Yolland of the rules of railway companies, more to be produced at an inquest than with any idea of their being observed.

These regulations may at some future time give rise to some very nice points of law. There have been very few cases decided upon the present Acts, but we may refer our readers to the recent case of *Wilson* v. *Merry*, in the House of Lords (1 Scotch Apps. 326).

There the question was argued whether any further liability was imposed upon the owner than a liability to pay the penalty under the Act. Lord Chelmsford thought not, but Lords Cairns, Cranworth, and Colonsay thought the point unnecessary to the decision of the case, and refrained from expressing any opinion upon it. We ventured last year (in an article upon actionable negligence, 12 S. J. 923) to suggest that Lord Chelmsford's opinion had not been so fully considered as it might have been, and that the balance of authority is rather against him. It appears to us that a duty is imposed, for breach of which not only may the penalty be inflicted, but a civil action may be brought by any person who suffers particular damage.

WINDOW LIGHTS AT LAW AND IN EQUITY.

Who would have thought that an entirely new point could now be raised, after all the decisions of the last few years upon this branch of the law of easements? Yet an entirely new point, and an important one, has occurred under this branch of the law, involving, not a limitation of the principle laid down in *Tapling* v. *Jones* (13 W. R. 617, 11 H. L. Cas. 290), but rather a qualification of the right to relief which the possessor of ancient lights enjoys in equity, as distinguished from law, where his privileges are invaded under circumstances similar to those of *Tapling* v. *Jones*.

The case we refer to—*Heath* v. *Bucknall*—was before the Master of the Rolls in April last, and is reported 17 W. R. 755. The statement of the case much resembles that of *Tapling* v. *Jones*. The plaintiff in *Heath* v. *Bucknall* had a house in the city, with the right to access of light and air through his windows across the adjoining premises, of which the defendant was owner. The plaintiff pulled down and re-built his house with windows of a far larger area, and occupying to a very small extent the situation of the ancient windows, in respect of which the easement existed. Soon afterwards, and long before the plaintiff could have acquired an absolute right to the increased light and air derived through his new windows, the defendant pulled down his house, and proceeded to re-build it so as to obscure the windows in the plaintiff's house which had been substituted for the ancient windows. The plaintiff filed his bill to restrain the defendant from proceeding with the rebuilding, and to compel him to pull down portions of what he had already built, alleging that the alteration of his, the plaintiff's, tenement did not prevent the existing windows, or large portions thereof, from being identical in rights with the former windows, or with large portions thereof, as ancient windows; and did not increase the servitude to which the defendant's house would have been subject in respect of the plaintiff's easement beyond what it would have been if the alteration of the plaintiff's ancient windows had not been made.

What, then, was the position of the plaintiff? There was no doubt that the ancient part of his windows as well as the modern part was materially obscured; and all that the defendant could say upon the facts was that in exercising—we must not say the right to obstruct the modern lights, after the way that that expression was quarrelled with in *Tapling* v. *Jones*, but the right to build on his own property as he thought fit regardless of his neighbour's modern lights, he could not help obstructing the ancient lights also which were now thrown into and undistinguishable from the modern lights. Now, *Tapling* v. *Jones* decides that in a case like the present, where any portions of the ancient light is obscured the person obscuring them is liable for damages in an action at law. It will be acknowledged that as a general rule where a right to damages exists at law in respect of the obscuration of light a court of equity will grant an injunction where the injury is substantial. And substantial the injury was, it may be presumed for the

purposes of the present case. Why, then, was the mandatory injunction to compel the defendant to restore his building to what it was before refused? Simply because the plaintiff had so dealt with his ancient lights as totally to alter their character. He had enlarged the apertures of his windows so as to admit a double or treble portion of the light that came to him over his neighbour's ground, and then sought to protect what he had gained, which would in process of time grow into a distinct and more onerous servitude, by the fact that a portion of the light so coming to him he enjoyed in respect of an ancient servitude. As the Master of the Rolls said in his judgment, "Where the owner of ancient lights so deals with them as essentially to alter their character, to convert them into a totally different easement over his neighbour's land, and one which prevents him from enjoying his property as he might have done at any time before the ancient lights were so altered, then I am of opinion that the owner of the servient tenement is not debarred from the enjoyment of his land as heretofore, but if in obtaining such enjoyment he unavoidably interferes with the ancient lights of the owner of the dominant tenement, then the only compensation that the latter can obtain is in the shape of damages, and he is not entitled by the insidious use of his own property to deprive his neighbour of a portion of his property."

It should be borne in mind that this decision does not impeach the decision in *Tapling* v. *Jones*. It infringes to some extent on the range of its application, by importing into it the equitable principle that a man cannot use his own property in such a manner as to acquire a new and distinct right over a neighbour's property which he had not before: *Curriers' Company* v. *Corbett* (13 W. R. 1056), a case decided by Vice-Chancellor Kindersley only five days before *Tapling* v. *Jones*. This case decides on the highest authority that where ancient lights are altered, no matter to what extent, the person who obscures the ancient portion of them is answerable in damages. *Tapling* v. *Jones* disposed of *Renshaw* v. *Bean* (18 Q.B. 112), *Hutchinson* v. *Copestake* (9 W. R. 89), and a score of other more or less conflicting decisions, and will be implicitly followed in Westminster Hall. The novelty in *Heath* v. *Bucknall* lies entirely in the application of the controlling power of equity to the purely common law principle of *Tapling* v. *Jones*, not presuming to overrule that case or qualify it in any way, but acting *in personam* as equity is wont to do, and saying to the plaintiff who comes to the Court under the circumstances in *Heath* v. *Bucknall* that while upon the authority of *Tapling* v. *Jones* he is still entitled to compensation for the obscuration of the light he formerly enjoyed, by reason of his own act he has deprived himself of the right to call on a court of equity to assist him.

RECENT DECISIONS.

EQUITY.

Who are liable to be required to Produce Documents in a Winding-up?

Re Smith Knight & Co., L.J., 17 W. R. 510.

This case requires a passing notice, as an expression of opinion by the Lords Justices upon the meaning of so much of the 115th section of the Companies Act, 1862, as relates to persons capable of giving information concerning the affairs of companies in liquidation, and the production of documents by such persons. By that section the Court may, after it has made the winding-up order, summon before it any person whom the Court may deem capable of giving information concerning the trade, dealings, estate, or effects of the company; and the Court may require any such person to produce any books, papers, deeds, or other documents in his custody or power, *relating to the company*. In this case the person capable of giving information concerning the affairs of the company was the public officer of another company, which was a banking company, and what the Court was asked to do was to require him to produce the books of the banking company containing the private account of one of their customers, which the liquidator desired to inspect for the purpose of obtaining evidence in a matter relating to the liquidation. As regards the summons to attend and be examined, the words "any person" are general enough, and no dispute arose; but the question was whether the books of the banking company could be said to be books relating to the company in liquidation, on any reasonable construction, under the circumstances of the case. The Master of the Rolls felt a difficulty in holding that the private account of a customer in the books of another company could be a matter relating to the company, and desired the point to be mentioned to the Lords Justices, whose opinion, though perhaps more consonant to reason and the intention of the framer than the precise words of the Act, was, that the effect of such a summons to produce is similar to that of an ordinary *subpœna duces tecum*. The section then may, on the authority of this case, be read as if the words *relating to the company* were not in it; and the power of compelling production by a summons under the Act may be taken to extend as far as the *subpœna duces tecum* does in any other proceedings, subject, of course, to the rules as to privileged communications, and the allowance of any exception which the party attending for examination may be advised to take to the inspection of the documents which he is required to produce.

Production of Documents.

Chichester v. *Marquis of Donegall*, L.J., 17 W. R. 544, L. R. 4 Ch. 416.

This was a suit of the familiar type of *Davis* v. *Earl Dysart* (20 Beav. 405), by a remainderman whose estate was vested against the tenant for life in possession and entitled to the custody of the deeds, and prayed that the defendant might be ordered to produce a certain resettlement of the family estates, and other muniments of title, relating to the same estates. The defendant was interrogated as to the contents of the deed of settlement and the particulars of the estate subject to its uses. He did not set forth the contents of the deed of re-settlement any further than by saying that he was tenant for life under it; and he declined to state what estates were subject to its uses; and the plaintiff excepted for insufficiency. The defendant's argument against answering fully was that to set forth the contents of the deed of settlement would be substantially to give the relief prayed for by the bill, which was the production of the deed, and thus to forestall the decree to which, if successful at the hearing, the plaintiff would be entitled. It is a cardinal principle of equity that the defendant who submits to answer must answer fully, and this he must do however unpleasant it may be to him, and however damaging to his prospects of success. There is also another principle to be found in *Lingen* v. *Simpson* (6 Madd. 290), that the Court will not compel production unless for security pending litigation or for discovery for the purposes of the suit, and will not anticipate the decree by ordering production, when production is the object of the suit; as to do that would be to make a decree in favour of the plaintiff on an interlocutory application (*Peacham* v. *Daw*, 6 Madd. 98). It was urged that, as to allow the exception would be to compel the defendant to give the very discovery which was the whole object of the bill, the Court would depart from the usual rule as to requiring the defendant to answer fully, especially as the existence of the re-settlement being admitted, a decree for its production might be obtained without the interrogatories being answered more fully.

The Court, however, treated *Lingen* v. *Simpson* as an authority for the plaintiff and not the defendant, laying down as it does the proposition that production will

be ordered for discovery for the purposes of the suit, the discovery in this instance being discovery for the purposes of the suit, and not the object of the suit. *Davis* v. *Earl Dysart*, then, and *Lingen* v. *Simpson* are not authorities against the proposition that a defendant must answer fully, even where the giving the discovery will anticipate the decree, such discovery being the same as the plaintiff would obtain at the hearing if the plaintiff were successful. As the Lord Justice Giffard remarked, there was really no reason why the defendant should not give the discovery then, as well as at the hearing.

Lady Beresford v. *Driver* (14 Beav. 387) was cited, but we only refer to it for the purpose of showing what has been done in the way of qualified production where a point of this kind is contested. The defendants were the well known estate agents, and the plaintiff prayed that they might be ordered to deliver up to the plaintiff all documents relating to the estates mentioned in the bill. The defendants admitted that they possessed certain documents, which they insisted were private memoranda which they were not bound to produce. The Master of the Rolls decided that they were bound to produce the documents for the eye of the Court in the first instance, and that the Court should be the judge whether they ought to be produced for the inspection of the plaintiff or withheld as private memoranda.

Railway Company—Rent-Charge—Priority.

Eyton v. *Denbigh, Ruthin, and Corwen Railway Company*, M.R., 17 W. R. 546, L. R. 7 Eq. 439.

These rent-charges are created under the 10th section of the Lands Clauses Consolidation Act. This section provides that where a vendor is absolutely entitled, lands (in the large sense of the word given by the interpretation clause) may be sold on chief rents under the powers of the Act, for undertakings of a public nature. Railway companies have largely availed themselves of this power of acquiring land. The chief rents, or rent-charges as we usually hear them called, are expressed to be charged upon the whole of the undertaking, and issuing out of the lands comprised in the conveyance of the company, in consideration of which the rent-charge is created. We do not think a question as to the priority of the owner of such a rent-charge has hitherto arisen. The plaintiff in the present case was a lady who had sold lands to the defendant company in consideration of a rent-charge, and the company having fallen into difficulties had allowed the rent-charge to get into arrears. The suit was accordingly instituted to enforce payment of the arrears. It was in form a suit by the plaintiff on behalf of herself and the other owners of rent-charges, against the company, and against sundry persons who, for the purposes of the suit, were admitted to represent the debenture-holders and the judgment-creditors of the company. A question upon further consideration was, whether the owners of rent-charges were entitled to be paid out of the net earnings of the undertaking in priority to or *pari passu* with the debenture-holders—being of course, as among themselves, entitled to share *pari passu* with each other. There is nothing in the 10th section of the Act, or in the 11th section, which provides for the payment of such rent-charges to be charged upon the tolls, that can be said to bear on this question. On the other hand the position of debenture-holders, since the decision in *Gardner* v. *London, Chatham, and Dover Railway Company* (15 W. R. 325, L. R. 2 Ch. 201), is well settled. His Lordship therefore finding nothing in the Act to define the position of the owner of a rent-charge among the other creditors, fell back upon general principles. Being given instead of money in payment for the land over which the railway is made, a rent-charge, when it falls into arrear, places the owner of it in exactly the same position as an unpaid vendor. The only difference between an unpaid vendor and the owner of a rent-charge which is in arrear lies in the one having agreed to receive a sum of capital, while the other has agreed to receive a perpetual annuity, and, as the unpaid vendor in the ordinary sense has a lien for his purchase-money, so should a rent-chargee when his rent-charge is in arrear. This was the view taken by the Master of the Rolls.

The lien which the owner of a rent-charge has on the particular length of railway out of which his rent-charge issues does not extend to the other lengths of the railway over which other rent-chargees possess similar rights, but out of which our rent-chargee, at all events, has no rent-charge issuing. But, so far as the particular length of railway is concerned out of which his own rent-charge issues, *semble*, that he is in exactly the same situation and possesses the same remedies as an unpaid vendor in respect of his lien. The main question was between the rent-chargees and the debenture-holders. As to this his Lordship, still applying the same principle, held that the former had priority over the latter as to the earnings of the undertaking, because the rent-charge represents the price of the land upon which the undertaking rests, and without which the line could not have been made. It appears, then, that when the rent-charges fall into arrear the owner of each is entitled to priority as to the land sold by him or his predecessor in title only; while the whole body of rent-charge owners are entitled *pari passu* as among themselves to be paid out of the net earnings of the undertaking, in priority to the debenture-holders and judgment-creditors.

Suing in Forma Pauperis.

Martin v. *Whitmore*, *Reeves* v. *Whitmore*, L.C., 17 W. R. 809.

The statute 11 Hen. 7, c. 12, entitled "A mean to help poor persons in their suits," authorised the practice of allowing poor persons to sue *in formâ pauperis*. This statute applies only to proceedings at common law, but the courts of equity soon adopted the common law practice under the statute, and extended it to parties "suing" as defendants. And the practice is to admit any person to sue *in formâ pauperis* who can swear that he or she is not worth £5 in the world, the subject-matter of the suit excepted. The affidavit setting forth those facts must be made by the party in question, and not by a third person (*Wilkinson* v. *Belsher*, 2 Bro. C. C. 272).

The "£5 in the world" means £5 available for the expenses of the suit. So where a defendant was sued by a public officer of a bank, to foreclose an equitable mortgage for a debt due by him to the bank, and had obtained *ex parte* leave to appear *in formâ pauperis*, Lord Cottenham said he could not dispauper him on the ground of his owning five shares in the bank, because those shares were clearly not available for the purposes of the suit, inasmuch as the bank would have a right to retain them for their debt. Lord Cottenham also, in the same case, said he could not dispauper the defendant on the plaintiff's mere allegation that he had been informed that the defendant was entitled to a distributive share under the administration of his mother's estate (*Dresser* v. *Morton*, 2 Phill. 285). But where the party, though not worth £5 independently of the property in litigation, was in present possession of that property, he was not allowed to sue *in formâ pauperis* (*Taprell* v. *Taylor*, 9 Beav. 493; *Butler* v. *Gardener*, 12 Beav. 525). Nor is it sufficient that he should swear that he has not £5, "after payment of his just debts" (*Perry* v. *Walker*, 1 Coll. 229).*

There is, it seems, no case in which a person suing merely in a representative capacity has been allowed to sue *in formâ pauperis*. This was laid down by Lord Hardwicke in *Paradice* v. *Sheppard* (1 Dick. 106), saying that the indulgence extended only to persons suing in their own right. But Lord Eldon relaxed this rule where the

* Many other cases on the subject are cited in Daniell's Chancery Practice, 38, and Morgan's Chancery Acts and Orders, 403, where the principal case should be noted.

party, besides the representative interest, had a beneficial interest in the subject-matter of the suit. This was in the case of an executor who was also a legatee; in *Thompson* v. *Thompson* (Hil. Term, 1824, cited Turner & Venables, Ch. Pr. I. 513, 1 Dan. Ch. Pr. 38); and the exception is reasonable, since, to the extent of his beneficial interest, the party is suing in his own right. Subsequently, in *Oldfield* v. *Cobbett* (1 Phill. 613), where the executor swore that he had been prevented from receiving assets by injunction in the suit, *Thompson* v. *Thompson* was cited, but Lord Hardwicke would not allow the executor to proceed *in formâ pauperis*, observing that *Thompson* v. *Thompson* applied only where the defendant was beneficially interested. Vice-Chancellor Bruce, however, in *Oldfield* v. *Cobbett* (1 Coll. 169), permitted an executor to appear *in formâ pauperis*, in order to clear himself of a contempt.

The principal case decides that where it does not appear upon the pleadings *how* the beneficial interest arises, in respect of which the party claims to be entitled to appear *in formâ pauperis*, the affidavit in support of the application must supply that information. The bill was filed by a mortgagee against a trustee-mortgagor, and some other incumbrancers, for a declaration of priority and an account. The trustee-mortgagor died, and the suit having been revived against his administratrix, and a decree made, she obtained *ex parte* leave to appeal *in formâ pauperis*, upon an affidavit stating merely, in addition to the customary formal allegation, that besides her interest as administratrix she "had a beneficial interest in the subject-matter of the suit." This beneficial interest was, in point of fact, claimed under the instrument creating the trusts of the mortgage-money, but the will was not mentioned in the bill, and the trusts did not appear in the pleadings. Lord Hatherley said the plaintiffs had a right to know *how* the interest was claimed, and that the affidavit was defective, as not stating that; he also said that the affidavit was defective because it did not aver that the administratrix had not, as such, assets available for the purposes of the suit. He would not, however, at once dispauper her on those grounds, but gave leave to amend the affidavit.

It appears also from *Oldfield* v. *Cobbett* (3 Beav. 432), before Lord Langdale, that if the party subsequently becomes bankrupt, whereby his beneficial interest passes to his assignees, he will be dispaupered for this access of poverty.

COMMON LAW.

Misrepresentation—Privity.

Thompson v. *Lucas*, C.P. (Ir.), 17 W. R. 520.

The civil liability for a fraudulent misrepresentation causing damage was pushed to its furthest extreme in *Langridge* v. *Levy* (4 M. & W. 337), where the defendant sold a gun to the plaintiff's father, knowing that it was intended for the use of the plaintiff, and at the same time fraudulently warranted the gun. The plaintiff, on the faith of the warranty, and believing it to be true, used the gun, which burst and injured him. It was held that he was entitled to recover damages from the defendant.

The ground of this decision was that the warranty was fraudulent, that the gun was expressly bought to be used by the plaintiff, and the defendant knew that this was so, and the gun was used by the plaintiff on the faith of the warranty. Under these peculiar circumstances the Court thought that there was sufficient privity between the plaintiff and defendant to maintain the action. No case has yet gone further than this, which, at first sight, might be thought to infringe to some extent the rules respecting the privity necessary to maintain an action of this sort. It has, indeed, been said expressly, in more than one subsequent case, that the principle of *Langridge* v. *Levy* is not to be extended. *Longmeid* v. *Holiday* (6 Ex. 761) and *Winterbothom* v. *Wright* (10 M. & W. 109) are the best known illustrations of the class of cases which resemble, but do not come within, the principle of *Langridge* v. *Levy*.

In *Thompson* v. *Lucas* these latter cases have been followed. The declaration averred in the first count that the defendant sold a boiler to B. which was unsafe, that it was the defendant's duty to have delivered to B. a safe boiler, and that the plaintiff's husband (the action was under Lord Campbell's Act), who was B.'s servant, was killed by an explosion caused by the badness of the boiler. The second count stated substantially the same facts, but stated also in addition that the defendant had warranted to B. that the boiler was safe. It was held on demurrer that the declaration was bad, as there was no allegation of fraud in the defendant. The Court say, "the action could only be maintained by proof of a fraudulent representation known, relied on, and acted on. In the absence of these averments judgment must be for the defendant." This decision, therefore, adds another to that class of cases which show that the principle of *Langridge* v. *Levy* is not to be extended.

Practice—Common Law Procedure Act, 1854, s. 60—Directors of Company.

Dickson v. *The Neath &c. Railway Company*, Ex., 17 W. R. 591.

Section 60 of the Common Law Procedure Act, 1854, provides that a judgment-creditor may obtain a rule or order that the debtor shall be orally examined before a master as to what debts are owing to him. The object of the section is, of course, to enable the judgment-creditor to discover what debts there are which he can attach, and thus satisfy his claim.

Dickson v. *The Neath &c. Railway Company* has decided that this section does not enable a judgment-creditor of a company to examine the directors as to the debts due to the company. The decision of the Court is based chiefly on the fact of the absence of any special provisions in the statute which render the directors liable to such an examination. Sections 50 and 51 contain enactments rendering officers of bodies corporate liable to answer interrogatories and make affidavits in certain cases, but no such machinery is provided for the cases to which section 60 applies.

This decision seems to be the necessary result of the way in which the statute is framed, but at the same time it would be well if directors were liable to be examined in these cases, so that a judgment creditor of a company might have the same advantages as the jndgment creditor of an individual.

REVIEWS.

The County Courts Admiralty Jurisdiction Act, 1868, *and the General Orders of* 1869, *to which are added those of the Liverpool Court of Passage with Notes and Appendices.* By Vincent T. Thompson, Esq., M.A., of Lincoln's-inn, Barrister-at-Law. London: H. Sweet. 1869.

If the County Courts Admiralty Jurisdiction Act, 1868, could be rendered comprehensible by being frequently edited, it ought by this time to be very clear indeed, for editions of the Act are very numerous, and we have had to notice three of them during the last three months. Unfortunately the difficulties of the Act appear to be still as great as ever, and Mr. Thompson certainly has not done anything to diminish them. His book contains the Act of 1868, giving admiralty jurisdiction to county courts, the general orders and the order in council made under it, the general orders for the Court of Passage at Liverpool, large portions of the Merchant Shipping Act, 1854, of the Merchant Shipping Act Amendment Act, 1862, and the sailing rules for preventing collisions at sea, with some explanatory diagrams. These statutes, rules, &c., occupy about 157 pages, leaving a little more than seventy pages of original matter, almost the whole of which is given in the shape of a note to section 3 of the County Courts &c. Jurisdiction Act. In this note an attempt is made to describe the nature and extent of the

jurisdiction of the High Court of Admiralty over all those matters as to which a limited admiralty jurisdiction is given to county courts by the Act. It is obvious that so extensive a subject as the jurisdiction of the Court of Admiralty cannot be properly treated of in a note to a statute. The result is that the book can be of but little use to those who want to ascertain what is the jurisdiction of the Court of Admiralty, and the author's attention having been apparently almost entirely devoted to this question, there is hardly any attempt at an explanation of the many difficulties in the construction of the Act. They are in fact seldom alluded to. For instance, no notice is taken of the obscurity of the 7th section, nor of the doubt whether admiralty causes can be tried by a jury under section 10, nor of the meaning of section 21 as to appeals. In fact the statute is left to speak for itself, and it would almost seem as if Mr. Thompson were not aware of the many questions to which the careless drawing of the Act may give rise. The book may be useful as a collection of statutes, rules &c., but it is neither a useful edition of the County Courts &c. Jurisdiction Act, 1868, nor a good treatise on the jurisdiction of the Court of Admiralty.

COURTS.

COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c. disposed of in Court in the week ending Thursday June 24, 1869.

L. C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. J.	
AP.	AP. M.	AP.	AP. M.	C.	P.	C.	P.	C.	P.	C.	P.
0	0	1	5	5	0	12	0	10	0	12	0

LORDS JUSTICES.

June 23.—*Business of the Court.*

Lord Justice SELWYN stated, for the information of the bar, that it is the intention of their Lordships during the next three weeks (commencing with Monday next, the 28th inst.) to sit at the Privy Council on the first four days in each week, and to sit in the Court of Chancery on the two remaining days (Friday and Saturday) in each week.

MASTER OF THE ROLLS.

June 4.—*Re China Steamship and Labuan Coal Company, Dawes' Case* (2).

Companies Act, 1862—*Forfeiture of shares—Liability to pay call.*

D.'s shares in a company were forfeited after a call was made, but before it was made payable.

The articles of association provided that any member whose shares should have been forfeited should, notwithstanding, be liable to pay all calls owing upon such shares, at the time of the forfeiture.

Held, that the call was owing, and was a debt due to the company from the time when it was made, and was payable notwithstanding the forfeiture.

This was a summons adjourned from chambers, and the question raised upon it was whether the liquidators were entitled to enforce against Mr. Dawes calls upon forty shares in this company, which were forfeited after the call was made, but before it was made payable.

In November, 1866, Dawes held forty shares in this company. On the 27th of November, 1866, the directors made a call of £1 per share, payable on the 20th of December, notice whereof was given to Dawes. On the 17th of December his shares were forfeited for non-payment of the call. On the 19th of December the winding-up commenced.*

The 34th clause of the articles of association provided that any member, whose shares should have been forfeited, should notwithstanding be liable to pay to the company all sums or calls owing upon such shares at the time of the forfeiture.

Roxburgh, Q.C., and *Wickens*, for the liquidators.—This call was "owing" from the 17th of November when it was made. Companies Act, 1862, s. 75, *Mackenzie's case, ante* 343; *North American Association* v. *Bentley*, 15 Jur. 187.

Jessel, Q.C., and *Eddis*, for Mr. Dawes.—The 75th section of the Act only applies to the liability to contribute in the event of the company being wound up, and does not touch the case when a call is made before the winding-up commences. "Owing" means "actually payable," which the call was not, when the forfeiture took place.

Lord ROMILLY, M.R., held that the liability to pay the call existed notwithstanding the forfeiture. The call was clearly payable, and therefore due from the time when it was made, only it was not enforceable until the 20th of December.

Solicitors, *Mackenzie, Trinder, & Co.*; *Mercer & Mercer.*

June 12.—*Freehold Land and Brickmaking Company* v. *Spargo.*

Practice—Bill by official liquidator—Motion to dismiss for want of prosecution—Costs of motion.

Where the usual order is made upon motion to dismiss for want of prosecution a bill filed by the official liquidator in the name of the company with the leave of the Court, the official liquidator will be personally liable, in the first instance, for the costs of the motion.

J. N. Higgins moved on behalf of one of the defendants that the bill might be dismissed for want of prosecution.

The defendants were the former directors of the Freehold Land and Brickmaking Company (Limited), and the bill was filed against them by the official liquidator, with the leave of the Court, in the name of the company.

Locock Webb, for the official liquidator, said that the expenses of the liquidation already exceeded the assets, while the revelations in *Kent* v. *Freehold Land and Baickmaking Company*, 15 W. R. 397, L. R. 4 Eq. 588, had rendered the suit necessary, and it had been instituted with the leave of the Court; and therefore, that the order ought to go without costs.

J. N. Higgins.—There is a fund in court of £250 set apart to answer the defendant's costs, out of which the costs of the motion might come.

Lord ROMILLY, M.R.—There must be the usual order. The official liquidator is personally liable to pay your costs and must pay them in the first instance. If there is a fund in court appropriated for the purpose, the official liquidator may eventually succeed in recouping himself out of it; but in the meantime he is liable.

Solicitors, *Lewis, Munns, & Co.*; *Stuart & Massey.*

VICE-CHANCELLOR MALINS.

June 22.—*Business of the Court.*

The VICE-CHANCELLOR, at the suggestion of Mr. *Glasse*, Q.C., and Mr. *Cotton*, Q.C., directed that cases coming on upon further consideration should have no priority, unless it was certified by counsel that they were pressing, having reference to money to be paid, or something of an urgent nature.

COURT OF EXCHEQUER.

(At Nisi Prius, before MARTIN, B., and a Common Jury.)

June 18.—*Pook* v. *Peek.*

This was an action for libel. The plaintiff was an attorney at Greenwich, and one of the three election agents engaged on behalf of Lord Mahon and Sir H. Watson Parker, the late Conservative candidates. The defendant was the proprietor of *The Greenwich and Deptford Chronicle and the Woolwich Gazette*, and the alleged libel was contained in two articles referring to the conduct of various parties in the course of the elections. In those articles words were used which imputed misconduct to the plaintiff in his dealings with the tradespeople employed on behalf of the Conservative candidates. The defendant pleaded "Not Guilty."

The plaintiff was called, and produced vouchers for every farthing he had received; the returning officer was also called to prove the accuracy of his accounts.

Huddleston, Q.C., and *Pearce*, for the plaintiff.

Baker Greene, for the defendant, contended that the articles were only fair comments on the conduct of those who put themselves forward in the character of public men.

Verdict for the plaintiff; damages, one farthing.

During the illness of Mr. Serjeant Petersdorff, Judge of the Devonshire County Courts (Circuit No. 57), Mr. Hennike Q.C., of the Home Circuit, is acting as his deputy.

* See *Dawes' case*, 16 W. R. 995.

APPOINTMENTS.

The following gentlemen have been appointed Queen's Counsel:—Arthur Robarts Adams, D.C.L., of the Middle Temple (Midland Circuit); William Cracroft Fooks, of Gray's-inn; Arthur Shelly Eddis, of Lincoln's-inn; Douglas Brown, of Lincoln's-inn (Norfolk Circuit); Henry Fox Bristowe, of the Middle Temple; Peter Henry Edlin, of the Middle, Temple (Western Circuit); Thomas Hughes, of the Inner Temple; Joseph Kay, of the Inner Temple (Norfolk Circuit); Montague Bere, of the Inner Temple (Western Circuit); Henry James, of the Middle Temple (Oxford Circuit); Henry Charles Lopez, of the Inner Temple (Western Circuit); George Osborne Morgan, of Lincoln's-inn; Edward Fry of Lincoln's-inn; and Samuel Pope of the Middle Temple (Norfolk Circuit), Esqs.

Mr. Vernon Lushington, Q.C., has been appointed Second Secretary to the Board of Admiralty, in the place of Mr. W. G. Romanie, C.B., who has been nominated Judge Advocate-General of India. Mr. Lushington is the eldest son of the Right Hon. Stephen Lushington, D.C.L., late judge of the High Court of Admiralty. He was born on the 8th March, 1832, and was educated at Cheam School, Surrey, and afterwards at Trinity College, Cambridge. He was for some time a midshipman in the Royal Navy. He was called to the bar at the Inner Temple in January, 1857, and has hitherto practised on the Northern Circuit, also at the Liverpool Sessions. Mr. Vernon Lushington was appointed Recorder of Richmond in October, 1865, and became a Queen's Counsel in 1868. He has been the editor of "Lushington's Admiralty Reports."

Mr. William Bruce, Barrister-at-Law, has been appointed Stipendary Police Magistrate and Justice of the Peace for the borough of Leeds. Mr. Bruce was called to the Bar at the Middle Temple, in June, 1858, and has been a member of the Midland Circuit, practising also at the Leeds borough and West Riding Sessions.

Mr. Charles Diver, Solicitor, of Great Yarmouth, has been appointed Town Clerk of that borough, in succession to Mr. Charles Cory, deceased. Mr. Diver was certificated as an attorney in Easter Term, 1859, and has for some years been an alderman of Yarmouth, but resigned his seat at the Town Council previous to his election as Town Clerk.

Mr. Frank Herbert Tanner, Solicitor, of Wimborne Minster, Dorset, has been appointed by the Registrar-General, to be Superintendent Registrar of Births, Deaths, and Marriages, for the district of Wimborne.

Messrs. Mason & Falkner, Solicitors of Louth, Lincolnshire, have been elected Secretary and Treasurer to the South Eske Marsh Association for the Prosecution of Felons, vice Mr. Henry Falkner, deceased.

Mr. Thomas Willis Walker, Solicitor, of Upton-on-Severn, Worcestershire, has been appointed Superintendent Registrar of births, deaths, and marriages for the Upton district, in the room of Mr. Skey, resigned.

Mr. Thomas Hanworth Rackham (Rackham & Cooke, St Giles-street, Norwich,) has been appointed a Commissioner to administer oaths in chancery.

Mr. Joseph Noakes Mourilyan, Solicitor, of Sandwich and Deal, has been appointed a Commissioner to administer oaths in chancery.

GENERAL CORRESPONDENCE.

An Articled Clerk, Nottingham.—The answer had exclusive reference to the rule of the common law, without reference to the exceptions which have been created by statute. Under certain circumstances a tenant for life may make such a lease under the Leases and Sales of Settled Estates Act, and before the passing of that Act he was frequently empowered to do so by private Act.

County Court Practice.

Sir,—Section 15 of 30 & 31 Vict. c. 142 (County Courts Act, 1867), directs the framing of a scale of costs to be paid to attorneys "with respect to all proceedings which are therein authorized to be taken."

Attached to the rules and orders issued under such Act is a scale of costs in "actions under section 2 of the County Courts Act, 1867, where sum claimed exceeds 40s. and does not exceed £20" (a separate scale being provided for actions for a larger amount.

Now this scale of costs only provides for actions which are undefended and not tried, and there does not appear to be any allowance in respect of the hearing of an action under section 2 to recover a less sum than £20.

Can any of your readers inform me what allowance is usually made—whether the 15s. provided for by section 91 of 9 & 10 Vict. c. 95, or any other sum, is claimable?

June 19, 1869. T. B.

Attorney-General *v.* Shedden.

Sir,—Will you permit me to beg you, and through your columns to beg the legal public, to suspend any judgment on my cause. I am moving Lord Penzance for a rehearing of our late application for a new trial, on the ground that this learned and excellent judge has been misled by the very frauds which I seek to have inquired into. When the real facts come to be fairly disclosed, I think that every just and generous heart will feel I am right.

I am certain that I need only throw myself on your well-known sense of justice for the insertion of these few words.

June 24. A. J. Ralston Shedden.

Mortgage—Subsequent Judgment against Mortgagor.

Sir,—If your correspondent "C. E." will consult the Judgments Act of 1864 he will find that, by section 2, "no judgment entered up after the passing of this Act shall *affect* any land of whatever tenure until such land shall have been actually delivered in execution . . . . under such judgment." This answers "C. E.'s" query.

Pax.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

June 18.—The *Irish Church Bill.*—The second reading was carried by a majority of 179 to 146.

June 21.—The *Newspapers, Printing, and Reading Rooms Bill* was read a third time and passed.

June 22.—The *Beer-houses, &c., Bill* passed through committee with amendments, including one proposed by the Marquis of Salisbury, providing that convictions should be recorded on the back of the licence, so that a house might not be closed, to the injury of the landlord, without his having been aware of the offences of his tenant.

Poor Law Administration.—The Marquis Townshend moved for a Royal Commission to inquire into the operation and administration of the Poor Laws, but withdrew the motion, on being reminded by Earl Granville that there had been much inquiry of late years into all subjects connected with pauperism and the action of the Poor Laws; that committees sat in 1861 and 1865, and had really exhausted the inquiry; that the facts which they elicited were before the public, and that repeating the inquiry could only result in the accumulation of facts already ascertained.

June 24.—The *Justices of the Peace Qualification Bill.*—The Earl of Albemarle moved the second reading. He said the 18 Geo. 2, c. 20, had raised the justices' qualification to £100 a-year, but it was an Act of Henry 4 which originated the landed qualification. The only qualification should be fitness. The landowners in the commission knew nothing of law.

The Duke of Richmond and Lord Portman opposed the bill, the latter observing that the justices had to administer the county finances, and did it well. The bill was withdrawn.

HOUSE OF COMMONS.

June 18.—The *Bankruptcy Bill.* Committee. Clauses 130, 131 (compensation—life annuity equal to salary).—The Attorney-General proposed an amendment limiting the clause to commissioners, and so excluding registrars.—Sir Roundell Palmer, Mr. Jessel, Mr. Henley, Mr. Cave, Mr. T. Hughes, Mr. R. Gurney, Mr. Denman, and others opposed the amendment. The offices were freeholds, and the contract was clear.—Mr. Ayrton, Mr. Lowe, Mr. Hunt, and others supported it. The clause was finally again postponed and the debate adjourned.

The *Imprisonment for Debt Bill.* Committee. Clauses 1, 2, 3 were agreed to, and progress was reported.

Parliamentary Disqualification.—Sir L. Palk having called the attention of the Attorney-General to Polling Acts 6 Anne, 1 Geo. 1, statute 2, c. 56, and 26 Vict. c. 26, s. 1, asked him whether, having due regard to these statutes, a recipient of a yearly allowance from the Treasury, in consequence of abolition of office, but under the age of sixty, and liable to serve again, was disqualified from sitting and voting as a member of Parliament.

The Attorney-General was clearly of opinion that he was not disqualified.

The *Endowed Schools Bill* was read a third time and passed.

The *Fines and Fees Collection Bill* was read a second time. Mr. Hunt said its object was to authorise local authorities to collect fees and fines due to them by stamps. The local authorities were now enabled to pay the clerks to the justices by salaries, instead of fees. When they were paid by fees they were sharply looked after, but where the clerks were paid by salary there was no one to see that the fees went into the local treasury, and the counties and boroughs lost by the change. The collection of fees by stamps had been tried in the courts of law and had been very successful. A committee of magistrates in his county had considered the subject and had examined all the clerks to the justices, and were convinced that there was no practical difficulty in the proposal. The bill would be permissive in any district.

June 21.—The *Assessed Rates Bill.*—Committee. Clause 1 (to enable occupiers for short terms to deduct the poor rate paid by them from their rents).—Mr. Vernon Harcourt proposed an amendment making the owner instead of the occupier the person chargeable with the rate, where the term was less than three months. Financially the plan in the bill still left the tax on the consumer instead of the producer; the weekly occupier might become liable for three months' rate.—Sir M. H. Beach opposed the amendment.—Mr. Forster supported it.—Mr. Goschen said clause 1 was the screw to be put on the landlords, compelling them to do what was in fact often done now, but illegally, unsatisfactorily, and in evasion of the law. The hope of the Government was that the landlords would, under clause 3, compound with the collectors. The difference between the clause and the amendment was that under the former the deduction would be made from the rent and under the latter the landlord would have to pay, whether he got any rent or no. It was impossible to hope that a bill like this should settle the question who were or were not to be rated—not as regarded the franchise, but the question whether the owner should in future be further rated to other rates than the poor-rate. That was a question affecting the whole of our local taxation. He could not support the amendment.—Sir H. Hoare supported the amendment.—Mr. Gladstone said the amendment as it stood was open to the practical objection that the parish authorities knew, and could know, nothing whatever of the term for which hereditaments were let; the machinery and operation of rating did not place them in contact with that subject at all. They must have a new and strange system of inquisition into private affairs, of a most laborious and costly kind, if they were to put the parish authorities in possession of those facts; to apply the principle of rating the owner only to the case of the owners of hereditaments that were let for a less period than three months was to apply it to something which no parochial authorities would be able to define. This difficulty was of itself insuperable; but the latter part of the amendment, viz., that the owner should be entitled to deduct from the rate a sum proportionate to the time during which the hereditament was vacant, would, though perfectly just in itself, introduce the greatest difficulty and complication in the working of the plan.—Mr. Vernon Harcourt, regarding, after what had been said, the present plan as very temporary, withdrew his amendment.—An amendment by Mr. Rathbone, to insert after "hereditament" the words "of a rateable value not exceeding £20," was negatived. An amendment of Sir M. H. Beach, altering the clause, to the effect that the occupier should be entitled to deduct the rate, "in the event of his tenancy being determined by any act of the owner," was negatived.—Mr. Locke proposed and withdrew an amendment applying the clause to rates other than the poor rate.—Mr. Hibbert proposed an allowance to landlords who had paid the rate, but whose tenants left without payment and without notice.—Mr. Goschen would consider, but did not think it would be well to make any alteration. The clause was then withdrawn.

Clause 2 (no occupier of a hereditament let to him for less than three months to be compelled to pay to the overseers at one time a greater amount of the rate than would be due for one quarter of a year)—An amendment by Mr. Cawley to omit all the words after the word "than," and to insert in their stead the words, "the amount of rent then due from him," was negatived without a division.

Clause 3—An amendment by Mr. Simmonds to provide that the deduction should be allowed on the gross estimated and not on rateable value, was negatived without a division.—Sir M. H. Beach proposed after "hereditament," to insert the words "let to an occupier for a term less than three months." A limit of tenancy would be fixed, as well as of annual value.—Mr. Goschen said there were many places where tenancies had existed for six months or a year, and it would be hard to exclude them. A further objection would be that the landlords would be tempted to shorten their agreements with the tenants, and generally it would interfere with the other arrangements. The amendment was withdrawn.—Mr. White moved an amendment giving the owners a discretionary power of compounding.—Mr. Goschen said the overseers would hardly be satisfied at a discretionary power being given to the owners of all the best property to compound and get 25 per cent. off, while the owners of poor property, from prudential motives, held aloof. The amendment was withdrawn.—Mr. Rathbone proposed to substitute a commission of $33\frac{1}{3}$ per cent. for that of 25 per cent. named in the clause. On a division the amendment was negatived by a majority of 213 to 26.—An amendment by Sir M. H. Beach to substitute £8 for £10 as the limit of rental, was accepted by Mr. Goschen, and agreed to. The clause was then agreed to.

The *Common Law Courts Ireland Bill* was withdrawn.

June 22.—*The Arrest of Murphy.*—In reply to Mr. Greene, Mr. Bruce detailed a letter he had received from the Mayor of Birmingham. He had been unable to discover that the Mayor of Birmingham acted under any Act of Parliament or had legal sanction for what he did; he appeared to have acted on the basis of *salus populi suprema lex*, and to have undergone some considerable personal hazard for the purpose of averting a popular danger.

The Site of the New Law Courts.—In reply to Colonel Wilson Patten, Mr. Gladstone said the Government proposed to appoint a Commission to hear evidence as to the site of the new Law Courts, because it would not be in order to refer the bill upon the subject to a Select Committee until it had been read a second time. He accordingly proposed that the bill be not further proceeded with at present, and therefore it would not yet be necessary to ask any questions respecting it of the Standing Orders Committee. The order for the second reading of the bill was discharged, and the motion was postponed until this day four weeks.

The *Bankruptcy Bill.*—Adjourned Committee. Clause 130 resumed.—The Attorney-General said a strong opinion had been expressed that it would be invidious to place the Commissioners in a different category from the rest. He would accordingly propose to strike out clause 130, and to deal with all entitled to compensation in clause 131. In that way the Commissioners, the Registrars, and all who held office during good behaviour, would be dealt with alike. A wish was also expressed that there should be a power given to the Lord Chancellor, in certain special cases, to award to the commissioners and registrars the full amount of their salaries where he might think that justice required it. A provision had therefore been introduced to that effect. Where any claims to compensation beyond the ordinary amount of two-thirds arose, those claims would come before the Lord Chancellor, who, with the consent of the Treasury, would be empowered to deal with them, and award the compensation which he might think just. Clause 130 was accordingly struck out, and clause 131 amended to carry out the proposal.

New clauses providing for the superannuation of Registrars, relating to the scale of fees; a new clause, embodying the regulations under which the creditors of a debtor unable to pay his debts may, without any proceedings in bankruptcy, by an extraordinary resolution, resolve that a composition shall be accepted in satisfaction of the debts due to them from the debtor; clauses providing that any

person appointed to any office created under the Act should in the first instance be selected from among persons whose offices are abolished by it, that when any subsequent vacancy occurs in an office it shall not be filled up until notice of the vacancy has been given to the Treasury, and that the Lord Chancellor might appoint any Commissioner whose office happened to be abolished to some other judicial office —were also added to the bill.

Mr. G. Gregory proposed a clause providing that every solicitor of the Court of Chancery may practise in the Court of Bankruptcy, before the Judges, Commissioners, or Registrars, in court or in chambers, without being required to employ counsel. His object was to put the solicitors in the London district on the same footing as solicitors in the country in respect of bankruptcy practice.

The clause, modified to the effect that every attorney or solicitor of the superior courts might practise as a solicitor in the Court of Bankruptcy in matters before the Chief Judge or Registrars, was agreed to.

Mr. G. Gregory moved the insertion of a new clause, providing that when a trader was adjudged a bankrupt after his goods had been taken by the Sheriff, but before the sale, the Sheriff's charges should be defrayed out of the estate. Mr. Jessel and the Attorney-General opposed the clause. On a division, the clause was negatived by a majority of 141 to 60.

A clause by Mr. Rathbone, providing that a justice of the peace or town councillor should be, in case of bankruptcy, incapable of acting as such officer, was negatived.

New clauses by Mr. Hibbert, providing that county court judges should receive an increased salary in case they had conferred upon them jurisdiction in admiralty or bankruptcy under the County Courts Admiralty Jurisdiction Act, 1868;—to regulate the retiring pensions of judges of county courts.—and to repeal the 11th, 12th, and 13th sections of the 29th and 30th Vict. c. 14, were negatived.

The schedule.—An amendment by Mr. Norwood, to include farmers and graziers as "traders," was negatived by a majority of 152 to 94. The schedules and preamble were then agreed to, and the bill ordered to be taken on Friday, June 25.

The *Imprisonment for Debt Bill.* — Committee. The Attorney-General said he meant to abolish the creditor's power of imprisoning the debtor for an unlimited time till the debt was paid, apart from fraud, misconduct, or inability to pay. Doing so, it was only fair to give the creditor every reasonable facility for obtaining his debtor's property, and the Government believed that they had made the law simpler, cheaper, and more stringent. As the House had settled the limit, the bankruptcy law could be used above £50. The case of debtors under £50 raised the difficult question of county court imprisonment. The county courts could not imprison merely for non-payment, but could commit (1) when the debt was originally contracted by fraud, or when the debtor knew his inability to pay, and (2) when he could pay but would not. He would abolish the power in case (1) but could not in case (2), which he regarded, not as a mere punishment for a past offence, but as a process to compel payment. The county court judges almost unanimously thought their courts could not be worked without this power. It was exercised in few cases. He found, by a return showing the proportion of debtors imprisoned to the number of plaints issued in the years 1864, 1865, 1866, and 1867, in all the county courts of England, that the average for the four years was 834,088 plaints entered, 93,383 judgment summonses, 26,833 warrants issued, and 7,202 debtors imprisoned, or one imprisonment to 104 plaints entered. For these reasons this power of imprisonment in the one case he had mentioned must be maintained. Then, if maintained in the county courts, why should not the same power be extended to the superior courts in cases where the debt exceeded £50?—He therefore proposed that the superior judges should have the same power of committal as the county court judges—namely, for six weeks, and moved to omit at the end of clause 4 the words "in the county courts and other inferior courts," adding "provided that no person shall be imprisoned in any case excepted from the operation of this section for a longer period than one year," to which Mr. M'Mahon added "and provided, further, that the judgment is to remain in force except as to the taking in execution of the person."—Mr. H. James said the course of recent legislation was gradually depriving the honest creditor of his right and remedy.—Mr. Jessel hoped imprisonment for debt would soon be totally abolished. The amendments were then agreed to.

Clause 5 (committal for small debts) was amended by the Attorney-General, so as to authorise any Court to "commit to prison for a term not exceeding six weeks any person who makes default in payment of any sum due from him, in pursuance of any order or judgment of that or any other competent court." The following was also added at the end of the clause:—"Proof of the means of the person making default may be given in such a manner as the Court thinks just; and for the purposes of such proof the debtor and any witnesses may be summoned and examined on oath, according to the prescribed rules. Any jurisdiction by this section given to the superior courts may be exercised by a judge sitting in chambers, or otherwise, in the prescribed manner. For the purposes of this section any court may direct any sum due from any person in pursuance of any order or judgment of that or any other competent Court to be paid by instalments, and may from time to time rescind or vary such order. The jurisdiction by this section given to a county court may be exercised at the hearing of the cause in such court if the defendant has appeared in person."

The *Site of the New Law Courts.*—Mr. Gladstone moved to appoint a Select Committee to inquire into the site and charge of the new law courts. The original Carey-street plan had practically disappeared, and the plan of building on the reduced scale upon that site must be regarded as altogether a new plan. Naturally those who had been associated with the old Carey-street plan looked askance on the Embankment site, which, when their plan was made, was hardly in competition with the Carey-street one.—Sir Roundell Palmer regretted this course as involving delay, a costly delay, as the interest on the money spent amounted to £30,000 or £40,000 a-year. Much would depend on the nomination and the proceedings of the Committee. The decision of a committee did not, of course, bind the House. His own engagements rendered it impossible for him to take part; feeling sure, however, that the committee would be fairly chosen, he reluctantly acquiesced in the motion.

Criminal Lunatics.—Mr. Knatchbull-Hugessen obtained leave to bring in a bill to amend the law.

The *Witnesses (House of Commons) Bill* was read a second time and referred to a Select Committee.

The *County Courts Admiralty Jurisdiction Act* (1868) *Amendment Bill* was read a second time.

The *Debts of Deceased Persons Bill* was read a second time.

The *Companies Clauses* (1863) *Act Amendment Bill* passed through committee.

The *Joint-Stock Companies Arrangements Bill* was read a second time.

June 23.—The *Companies Clauses Act* (1863) *Amendment Bill* was read a third time and passed.

The *Joint-Stock Companies Arrangements Bill* went through committee.

Stipendiary Magistrates (Deputies).—A bill by Viscount Sandon to amend the law concerning the appointment of deputies by stipendiary magistrates was read a first time.

June 24.—The *Assessed Rates Bill.*—Committee. Clause 4 resumed. Mr. Vernon Harcourt's amendment was rejected by a majority of 291 to 42, and the clause agreed to.

The remaining clauses were agreed to, with slight amendments; but clause 6 was amended by Mr. Goschen and Mr. Dent to provide that, in case of the default of the owner, the occupier shall not be distrained on until after fourteen days' notice, nor for a larger sum than the rent due; and shall be able to deduct the rate and expenses of the distraint from his rent.

Clause 10 was amended by Mr. Rathbone, so as to make the occupier liable only for an amount of the rate proportionate to the time of his occupation. Mr. Goschen, according to promise, brought up a new clause empowering vestries to compel owners included under clause 3 to compound.

The preamble was then agreed to.

The Lords' amendments to the *Newspapers, &c.*, and *Recorders' Deputies Bills* were agreed to.

The Town Council of Southport, Lancashire, have fixed the salary of the future town clerk at £400 per annum, and have resolved that the office shall be held by a practising attorney and solicitor, and to advertise for a competent person.

OBITUARY.

MR. J. C. LOWRY.

Mr. James Corry Lowry, Master of the Court of Exchequer in Dublin, died at that city on the 20th June, in the sixtieth year of his age. He was born in 1809, and was called to the bar in Ireland in Michaelmas Term, 1837. He was appointed Master of the Irish Court of Exchequer during the viceroyalty of the Duke of Abercorn, in succession to Mr. Robert Hitchcock. The salary of the office is £1,200 per annum. The late Mr. Lowry was also a justice of the peace for Tyrone county.

MR. D. G. MACLEOD.

The death of Mr. Donald Grant Macleod, barrister-at-law, took place on the 30th of April, at Rangoon, in British Burmah, where he held the post of Government Advocate. Mr. Macleod was called to the bar at the Inner Temple in June, 1865, and was formerly a member of the Home Circuit.

MR. J. L. JENKINS.

We have to announce the death of Mr. Thomas Lowten Jenkins, barrister-at-law, of Wraxall House, Somersetshire, formerly Master in Equity of the Supreme Court of Bombay. Mr. Jenkins was on a visit to London, and while transacting business at Messrs. Glyn, Mills, and Co.'s, Lombard-street, on the 17th June, he was suddenly seized with a fit of apoplexy, and expired almost immediately. He was a younger brother of Mr. William Jenkins, Q.C., of the Irish bar, and of Clifton Court, near Bristol, and was called to the bar at the Inner Temple in June 1837. He formerly practised at the Chancery bar, but after a time proceeded to Bombay, where he received the appointment of Master in Equity, Equity Registrar, and Taxing Officer of the Supreme Court, from which he retired about the year 1860. Mr. Jenkins was a justice of the peace for the county of Somerset, and was one of the council of Clifton College. In earlier years Mr. Jenkins was an excellent oarsman, particularly as a sculler, having been a holder of the Wingfield sculls.

MR. HENRY JAMES.

Mr. Henry James, of Leominster, solicitor, died suddenly of apoplexy on the 12th June, aged sixty-eight. He had been in practice about forty years, and was a man of considerable energy and ability. He was for many years an Alderman of the borough of Leominster, and thrice served the office of Mayor.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, held at the Law Institution, Chancery-lane, on Tuesday evening last, Mr. Hunter in the chair, the question for discussion was, "Can a married woman bind her separate property by an agreement not in writing, and not expressly referring to it (*Owens* v. *Dickenson*, Cr. & Phillips, 55)? which was opened by Mr. Hargreaves in the affirmative, and the society so decided by a majority of five votes.

HOUSE OF LORDS.

At the hearing of the Wicklow Peerage claim before the Committee of Privileges of the House of Lords on Monday last, a gentleman, who stated that his name was Bordenave, that he was a foreigner, and of no profession, but that he was the agent of Mrs. Howard, mother of the infant petitioner, asked permission to cross-examine on her behalf one of the witnesses. The request was at once refused, the Lord Chancellor observing, with the unanimous concurrence of the committee, that the consequences of allowing unprofessional advocates to appear on behalf of suitors might lead to much inconvenience and loss of time. Counsel and solicitors, he remarked, were subject to the control of the Court, and could alone be heard. If the line were not drawn, then it might happen that a person would appear as an agent and detain the House for an unnecessary length of time.' In a case at present before the House, one of the appellants, who appeared in person, had prolonged her argument over nineteen or twenty days, and if, his Lordship remarked, some rule as to advocates were not made, arguments as prolix as hers might be heard from unprofessional agents. Mrs. Howard was then called, and having stated that she had no means of defraying the expense of counsel, was informed that "she could not be permitted to be heard by a person who was neither counsel nor solicitor, but that she might present a petition to the House praying to be allowed to appear *in forma pauperis*," * when counsel would be assigned to her. The hearing of the petition was consequently adjourned for three weeks, to give Mrs. Howard an opportunity of taking the course directed.

THE SITE FOR THE NEW LAW COURTS.

On Friday, the 18th ult., a number of solicitors, comprising members of the firms of Messrs. Freshfield and Co., Messrs. Dawes and Sons, Messrs. Cotterill and Sons, Messrs. Roy and Cartwright, Messrs. Tatham and Co., Messrs. Vallance and Vallance, Messrs. Baxter, Rose, and Norton, Messrs. Burchells, Messrs. Ellis and Ellis, Messrs. Bircham, Dalrymple, Drake, and Co., Mr. S. B. Robertson, and others, were introduced by Lord Bury, M.P., and had an interview with the Chancellor of the Exchequer (Mr. Layard, M.P., the First Commissioner of Works, being present), to express their views in favour of the Thames Embankment site as the site for the erection of the New Law Courts.

Lord Bury said the deputation was called forth by the feeling of a large number of members of the legal profession, in reference to a deputation which had waited upon the Chancellor of the Exchequer a few days previously, purporting to be introduced under the auspices of the Law Institution and to represent the solicitors of London, but which in truth did not represent either the one or the other, but was convened by the Council of the Law Institution without the sanction of the members of that society. He was led to believe that the Council of the Law Institution did not by any means represent the general opinion of the legal profession, though they did represent certain parties who had strong personal interest in upholding the Carey-street site. In answer to this the present deputation had waited upon the Chancellor of the Exchequer in the interests of the general body of the legal profession and of the suitors and the public at large; and as a guarantee of their disinterestedness he might state that some of the persons present would be put to much personal inconvenience by the adoption of the Government site, which, nevertheless, they felt bound to advocate in the public interest.

Mr. Robert Baxter (Baxter, Rose, and Norton) concurred in Lord Bury's remarks, and referred to a petition which had been laid before Parliament in favour of the Thames Embankment site. This petition was signed within a few days by upwards of 7,000 persons, of whom over 500 were practising lawyers, and about 590 lawyers' clerks and persons of that description, while 1,663 were gentlemen of note, among whom might be named the Duke of Buccleuch, High Steward of Westminster, the Dean of Westminster, Sir John Lefevre, and others. He supported the Thames Embankment site solely on the ground that it was the most convenient to the great mass of persons frequenting courts of law. The Carey-street site was, no doubt, convenient to those who occupied chambers in the immediate vicinity—that is, to solicitors and barristers at Lincoln's-inn and in Lincoln's-inn-fields; but to the public at large, including members of the profession having chambers at a distance, the Thames Embankment site was infinitely more accessible. Many persons besides lawyers require to have access to courts of law. There were jurors, suitors, witnesses and persons more or less interested in cases before the Court. To them it was of great importance to have a site close to the Metropolitan Railway, and, therefore, in contact with the other principal railway termini. The common law cases involved a much larger attendance of the general public than the class of business carried on at Lincoln's-inn. The lawyers had only to estimate the distance from their chambers to the court, but the public and the suitors who were compelled to attend the courts would have to consider the distance from and the means of access to their houses, and in this point of view the Thames Embankment site, both in respect of railway accommodation and in respect of commodious access by river and by the Embankment itself, was incomparably preferable. Besides this, the persons who, being interested in

* H. of L. Minutes of Proceedings, 1869, p. 807.

suits and causes pending, were compelled to wait about such places as Westminster-hall, ought to be considered. To them it would be of no small importance to be able to wait in an open and agreeable site on the banks of the river, surrounded by gardens, in close proximity to the Temple, and with everything to make the time pass in a healthy and agreeable manner. Now, it would not be disputed that the surroundings of Carey-street were the very worst in London. It would be impossible for this class of persons to wait anywhere but inside the buildings, which of itself would be productive of much inconvenience. On the Thames Embankment site the case would be just the reverse. As to the relative cost of the sites, that was a matter on which the Government were doubtless the best informed. He only wished to point out that whether or not the Thames Embankment site was the cheapest, it was certainly the most convenient, and that, in his opinion, every professional man, other than those who dwelt within the immediate precincts of Lincoln's-inn, would prefer it to the Carey-street site.

Mr. Vallance (Vallance and Vallance) said that so far as his firm were personally concerned the Government plan would be most injurious, as it would turn them out of their offices; but in a question of this kind the public interests were paramount, and too much weight had been accorded to the private claims of individual members of the profession. No doubt members of both branches of the profession were in the habit of resorting to the Chancery courts at Lincoln's-inn, but they were no less in the habit of resorting to the courts at Westminster and the Bankruptcy and other courts in the city, and to these places also the general public were called to a much larger extent than to Lincoln's-inn. In the latter place the business was of a special and limited character, and the practitioners represent a class only; but it ought to be observed that the public were to the lawyers in the proportion of hundreds to units. To them the Thames Embankment site, from its more commodious access, was very preferable, and he trusted that their interests would be considered rather than the personal or pecuniary interests of those who constituted the opposition.

Mr. Freshfield said he also represented the firms of Dawes and Sons, Cotterill and Sons, and Roy and Cartwright. He spoke in the interests of the City solicitors, and considered that he represented them. To these classes the access to the Carey-street site, along Ludgate-hill, would be in the highest degree inconvenient. The streets would be crowded in the middle of the day, and would be practically inaccessible. On the other hand, the access along the Thames Embankment would be admirable. No other site could be suggested which presented more advantages, and he was bound to say, on behalf of the City firms, that they would be much benefited by the adoption of the Government scheme.

Mr. Ellis (Ellis and Ellis) said that he was from the West-end. The firms which carried on the largest concerns were in the City and West-end, and in opposition there was only in reality the interest of Lincoln's-inn. Both the other Inns of Court were in favour of the Thames Embankment site, and so were the bulk of solicitors residing away from the precincts of Lincoln's-inn, whose interests were no less important than those of Lincoln's-inn and the Council of the Law Institution. The preponderance of opinion was in favour of the Government site.

Mr. S. B. Robertson was authorized to represent Mr. Boodle who was unable to attend through illness, but who had addressed a letter to the Council of the Law Institution, denouncing in strong terms their conduct in assuming to represent the general body of that society. He referred to a circular letter sent round by the Council, in which members of the institution were requested to communicate with those members of the House of Commons with whom they had influence, urging them to support Sir Roundell Palmer in his opposition to the Bill introduced by the First Commissioner of Works on behalf of Her Majesty's Government. This appeared to him a most unseemly pressure to put upon the House of Commons, and as an unwarranted assumption of authority on the part of the Council, who had taken no means whatever, either by calling a general meeting or otherwise, to ascertain the views of the members of that society in reference to the present question. It should also be observed that the Law Society comprized not more than one-fifth of the solicitors on the roll, so that even if the Council did represent their views, it would not count as that of a majority of the profession. He then referred to the maps and plans which had been issued under the sanction of the council, which were grossly inaccurate, exaggerating both the size of the Carey-street site and the concentration of members of the profession round it most unfairly, while the other site had been unduly depreciated. The Carey-street site was advocated in the interests of a clique, who were privately and personally interested in the question, but the public interests were entirely ignored. He himself repudiated the action of the Council of the Law Institution so far as it purported to represent members of that body, and he referred to the present deputation and to the numerous and influential persons who composed it, and who had been authorized to represent a still larger number of solicitors' firms, as showing that the real opinion of the best part of the profession was the other way. He trusted that the Government would not be induced to regard anything but the public interests in prosecuting their bill now before Parliament, and would not believe that the demonstrations made on behalf of local interests really represented the true feeling of the profession.

Mr. Dudley Baxter said the solicitors of London were divided into three colonies—one in the City, one in Westminster, and one in Lincoln's-inn. Now, the position of the courts and offices of law on the Thames Embankment site was one which put all these colonies on a fair and equal footing in respect of convenience of access. The Carey-street site, on the contrary, was convenient in the sole interest of the Lincoln's-inn colony. He advocated the Thames Embankment site from a professional point of view, on the ground of its being an impartial site.

Mr. Robert Baxter observed that a comparatively short time ago the Chancery Courts, as well as the Courts of Common Law, were at Westminster. The present position of the Chancery Courts was, therefore, clearly not to be regarded as permanently fixing the most convenient position for the combined Courts of Justice. Indeed, it might be considered preferable to fix them on the Thames Embankment site, as that was still in the City of Westminster.

Mr. Layard said that the Government, in selecting the most appropriate site for the courts and offices of law, had been influenced mainly by the consideration so well referred to by Mr. Dudley Baxter—namely, to place them in a position to give most perfect fairness to all interested persons, and the utmost possible degree of convenience to the public at large. The Government had no preference for one site over another; they were influenced by no æsthetic considerations, as had been ridiculously urged against them. Such considerations were not altogether unimportant, but the primary questions upon which their opinion had been formed were, first, the convenience of access for all parties; secondly, the cost, which was by no means unimportant. After these came the question of beauty of design, which was not to be overlooked. Now, in refeence to the question of cost, the Government had taken the very best opinions they could get from the persons most qualified to give them, and they had come to the conclusion that the construction of the courts and offices of law on the Carey-street site would involve a cost of not less than £1,000,000 in excess of that resulting from the adoption of the Government site. In making this estimate he was admitting, for the purpose of argument, that the cost of the buildings would be the same, setting off the alleged excess of expense for foundations in Howard-street, which, however, he thought, would prove to be necessary, against the larger area on the Carey-street site, about which there was no question. He would, however, put the cost of construction in each case at £1,000,000. Again, in respect to site, he would assume the cost to be about equal, setting the £900,000 for the Carey-street site against the £600,000 for the Howard-street site, but allowing the difference for assumed loss on resale, a loss which he did not believe would actually be incurred. The real consideration, however, in reference to cost was that of approaches. No one who had looked at the Carey-street site would think that the public requirements would ever be satisfied by the existing state of the access. It was surrounded by a low neighbourhood, with narrow streets, through which the public would not long endure to have to pass. It would inevitably result that before long an additional sum of £500,000 at least would be needed to clear away approaches, if it were only to get a suitable access for the Judges. But even this would not suffice to place the site in a state that would satisfy the public wants, and he believed that not less than two or three millions at least would have to be absorbed in mak-

ing the site suitable to the business transacted upon it. At present the only access would be from the Strand, which was now overcrowded, and would then be so completely blocked that a demand would be made for a new street along Carey-street, so as to make that available for traffic. This, besides the increase of expense, would have the effect of surrounding the Courts with the noisiest thoroughfares in London, and that on two sides. On the Embankment site the case was just the reverse. Excepting Essex-street, no part of that site would be a thoroughfare for traffic. The Embankment was not in the nature of things likely to be a noisy thoroughfare, and Howard-street would not be used for traffic at all; while the architect had so utilised the site as to place the offices by Essex-street and the Courts of Justice far away in a most quiet situation, an advantage which practitioners in the courts would best realize. Then there was the consideration of ventilation at Carey-street. This was necessarily bad on account of the low surroundings, and for that reason could not be made good, whereas on the Thames Embankment there would be the very best supply of light and air that London could afford, and it would also be surrounded by water and gardens and other objects of attraction, which it had been well remarked was a matter of importance in regard to the health and convenience of suitors at the courts. On all these grounds the Government were of opinion that they must not give undue weight to the alleged convenience or inconvenience resulting to practitioners at Lincoln's-inn. The interest of the public at large was paramount to this, and he was bound to say that, after giving the subject his almost incessant attention for several months, he had come to the conclusion that the Thames Embankment site was incomparably the best. But there was another consideration which though it had been much used as an argument on the other side, seemed to him strongly in favour of the Government plan. No one could fail to notice the migration which had occurred within comparatively few years on the part of the Judges and principal legal practitioners from the old legal quarters in Bedford-square and thereabouts to the more immediate centres of their business. Now the Carey-street site was already cleared, and ready for the reception of a similar migration, and he did not doubt that the adoption of the Thames Embankment site, coupled with the fact of this space being left available for legal purposes, would facilitate a similar migration in the direction of this quarter, which could not but be much benefit to the public at large. In conclusion, he much regretted the course which had been adopted by the Council of the Law Institution, especially in reference to their sending to every solicitor in England statements which have been proved to be grossly and culpably inaccurate—statements which they could easily have known to be inaccurate—in favour of their own plan. As for himself and the Chancellor of the Exchequer, they only wished the facts to be laid fairly before the public, that a fair decision might be arrived at on the subject. Nevertheless, he thought, that in reference to private interests, some amount of self-sacrifice might reasonably be called for by the embellishment of London, and for erecting the Courts of Law on the finest site in London, by reason of an opportunity which might never occur again, and ought not now to be sacrificed.

The Chancellor of the Exchequer was glad to see so numerous and so influential a deputation before him, one which could not fail to have weight with the public. The Government only desired to act impartially in reference to the requirements and convenience of the whole City of London and the country at large, and not that of Lincoln's-inn only. He referred to the energy of the opposition instituted by the Council of the Law Institution, who had retained as their advocate one of the most powerful speakers in the House of Commons. The public cause was seldom so well advocated as that of persons who had private interests to consult, and who would move Heaven and earth to save themselves from inconvenience. It was, however, a fact that the Government could not build on the Carey-street site without incurring an enormous expense in addition to what had been contemplated. Much had been said about plans, but in truth only one plan had been submitted to the Government on behalf of the Carey-street site, and that was the original plan supplied by the Royal Commission, and which contemplated at enormous expense, which it was out of the question to suppose could be assented to. The plan was, no doubt, a good one, but it was outrageously expensive, and involved, as an essential element, the removal of all the "slums" by which the Carey-street site was at present surrounded. No other plan was before the Government in regard to the Carey-street site, and, in fact, he believed that the adoption of that site would simply be the beginning of an enormous, continuing, and unknown expense, which would be a grievous fraud upon the public. He felt the weight of the observations which had been made in reference to the difficulty to suitors and witnesses in getting along the crowded streets to the Carey-street site, while along the Embankment they could come with ease either by river, by rail, or by the pathway. It was also to be borne in mind that the mere inconvenience of carrying building materials along the Strand to the Carey-street site for the next ten years or more would amount to an evil which, though it might be called temporary, was really of the first magnitude, and was one which he would not agree to be accountable for. Taking into account all these considerations, he felt sure that all impartial persons would approve the Government plan, notwithstanding the great weight of influence which had been brought against it.

COURT PAPERS.

COURT OF CHANCERY.

NOTICE.

The Vice-Chancellor Sir Richard Malins directs that in all causes to be heard before his Honour for further consideration two copies of the decree to be asked for and the other proper papers be left by the plaintiff's solicitor with the officer of the court at least one day previously to the hearing.

R. H. LEACH, Registrar.

The Vice-Chancellor Sir John Stuart directs that in all causes to be heard before his Honour for further consideration two copies of the minutes of the decree to be asked for and the other proper papers be left by the plaintiff's solicitor with the officer of the court at least one day previously to the hearing.

R. H. LEACH, Registrar.

CAUSE LIST.

Sittings after Trinity Term, 1869.

Before the LORD CHANCELLOR and the LORDS JUSTICES.

Appeals.

Gray v Lewis. M.—15 April (21 June)
Gray v Lewis. M.—26 April (21 June)
Turnbull v Garden. J.—11 June.
Overend Gurney & Co. (Limited) v Gurney & Ors. M.—June 12.
Dunham v Bradford. S.—14 June.
Wilson v Bell. J.—17 June.

Before the MASTER OF THE ROLLS.

Causes, &c.

Yorke v Head. sp c
Markham v Hutt, Markham v Hutt. f c
In re Mundy, Barwell v Barwell. f c
In re Camac, Oldfield v Briscoe. f c
Clark v Shirley. m d
Martin v The Millwall Iron Works, Shipbuilding and Graving Docks Co. (Limited). m d
In re Phillips, John v Phillips. f c
Corder v Hammond. m d
Forbes v Arnold. f c
Lord Brougham v Cauvin. f c & 2 sums.
Ormerod v Rostron. f c
Boyd v Petrie. c wit (30 June)
Crickmore v. Freestone. m d pt. hd.
Cartwright v Ridley. f c
Wilson v Kenrick. m d
Bailey v The Great Eastern Ry. Co. m d
Nurse v Green. m d wit
Lees v Hibbert. m d
Langlands v Stone. m d
Woollscroft v Slaney. m d
Law v Carmichael. f c
Golding v Bell. c wit
The London & South-Western Ry. Co. v Pullein. m d
Hubbard v Worraker. f c
Little v Hope. m d
Bowers v Bankart. m d
Crook v Crook. m d
Cooper v Samuels. m d
Attorney-General v The Wax Chandlers' Co. c
Webster v Humberston. f c
Fox v Garrett. f c
Alder v Lawless. f c
Jones v Rosher. c
Wilkinson v Lindgren. f c
Wilton v Wilton. f c
Beaumont v Brewer. c
Temple v Scrivens. m d
Railton v Smith. m d
Wallace v Attorney-General. f c & 2 sums to vary cert.
Warrick v The Provost, &c., of Queen's College, Oxford. c
Trestrail v Gole. m d
Kirkman v Lewis. f c
Crapper v Parkes. m d
The Agra Bank (Limited) v Gillespie. m d

Ward v Pilcher. f c
In re Mayes. Mayes v Mayes f c
Jenkins v Bennett. m d
Colthurst v Colthurst. m d
Fergusson v Brewster. m d
Ellis v Saxon. f c
Thomas v Coke. m d
Smedley v Smedley. m d
Clarke v Cutts. m d
Aylmer v Aylmer. f c
Fleming v Armstrong. f c
Farquharson v Gab. c
Hollier v Burne. c
Turquand v Kirby. f c & 2 pet
Beavan v Beavan. f c
Attorney-General v Winder. m d
Smith v Brownlow. m d
In re Wilson. Wilson v Potticary. f c
Tanner v Chew. f c
Howlett v Lewis. re-hearing.
Kerr v Baroness Clinton. m d
Tulk v Tabberner. m d
Cox v Foublanque. f c
Lloyd v Thomas. m d
Whitehead v Whitehead. m d
In re Evans, Ellis v Jones. f c
Jackson v Shailer. m d
Cooke v Shrimpton. m d
Zambaco v. Tompkins. c
In re Neale, Brown v Mellersh. f c
Ritson v Bishops Waltham Ry. Co. f c & sums to vary
Richards v Metropolitan Ry. Co. m d
Jones v Parker. m d
Wagstaff v Wagstaff. f c
Waddingham v Dibb. m d
Vandravart v Ingle. f c
Green v Green. f c
Hunt v White. m d
Baynham v Heape. m d
Yonge v De Poore. f c
Crawley v. Crawley. f c
Hirst v Sharp. m d
Jeffreys v Lewis. c
In re Howell, Howell v Brooks. f c
In re Poore, Poore v Poore. f c
Hoole v Ambler. f c

Before the Vice-Chancellor SIR JOHN STUART.

Causes, &c.

In re Villiers, Earl Jersey v Villiers. f c & sums to vary
Fox v Amherst & 3 other causes. f c
Clerihew v Lascelles. c
Phillips v Homfray. m d
Brown v Brown. f c
Hammonds v Barrett. m d
Galt v London and South Western Bank. c
Giffard v Williams. m d
Hunt v The Tendring Hundred Ry. Co. m d
Swan v Swan. m d
Brader v Kerby. c
Dunn v Brodie. m d
Locke v Satchell. m d
Miller v Miller. c
Boultbee v Tucker. c
Beasley v Austin. m d
Tucker v Wallbridge. m d
White v White. c
Dicks v Batten. m d
Davidson v Coats. f c
Young v Dallimore. m d
Rooke v Grant. f c & sums
Ombler v Ombler. f c
Colvin v Colvin. f c
Cheesewright v Thorn. ap. from Shaftesbury County Court.
Dashwood v The Witney Ry. Co. f c
Chapman v The Witney Ry. Co. f c
Sibthorp v The Witney Ry. Co. f c
Chapman v London & North-Western Ry. Co. m d
Bailey v Hobson. m d
Lazenby v Lazenby. f c
Platt v Walter, Walter v Platt. f c
Cozens v Rowlandson. f c
Teed v Purnell. c
Burdick v Garrick. m d
Carr v Rose. m d
Gibbs v Harding. m d
Collins v. Brader. m d
Mainwaring v Gilkes. c
Atkinson v Gaskarth. f c
Fyfe v Lascelles. m d
Denison v Abbott. f c
Collingwood v Russell. m d
Dibbin v Hume. f c
Roberts v Roberts. f c & sums
In re David Thomas's Estate, Thomas v Thomas. f c
Middleton v Dodds. m d
Robson v Robson. f c & sums
Cook v Payne. c
Christian v Adamson. f c
Williams v Williams. f c
Cooke v Metropolitan Ry. Co. m d
North v Haslam. c
Knox v Turner. c
Botten v Codd. f c
Forshaw v Mottram. f c
Horn v Horn. m d
Duguid v Fraser. m d
Lucas v Lucas. m d
Rose v Rowe. f c
Collins v Lewis. f c
Johnston v Johnston. m d
Pugh v Clark. c
Cook v Rivington. c
Greenslade v Carthew. m d
Cowell v Acraman. m d
Price v Jenkins. ap from County Court of Monmouth
Robinson v Wood. f c & s
Re Evans, Evans v Evans. f c
Ekin v Hamilton, Halfhide v Hamilton. f c
Herring v Pocock. f c
Willats v Flint. f c
Davidson v Walker. f c
Powell v Roberts. ap from County Court of Denbighshire.
Lees v Becker. f c & pet
Turton v Turton. f c
Hobson v Hobson. f c & m
Williams v Turnbull. f c
Vickers v Todd. f c
Mack v Postle. f c
Bullock v Bullock. f c
Westmorland v Tunnicliff. f c
Re Brown, Bianchi v Hook. f c & sums
Waterlow v Sharp, Gardner v Sharp. f c
Briggs v Gregg. f c & sums
Hervey v Slack. f c
Blackborne v Blackborne. f c
Byam v Ashford. f c
Jones v Rooke. case on ap from Westminster County Court
Boarer v Boarer. m d
Cockroft v Boyes. f c
Armstrong v Timperon. m d
Holcombe v York. m d
London and Mediterranean Bank (Limited) v Shulton. m d
Pemberton v Pemberton. f c
Fielding v Goschen. c
Cock v Green. m d
Pain v Young. m d
Parkinson v Parkinson. f c

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes, &c.

Ramshire v Bolton. d
International Bank (Limited) v Gladstone. m d
Watt v Muirhead. m d
Dickinson v Barclay. m d pt hd
Briant v Tebbut. f c & motn to vary
Stolworthy v Sancroft. f c
Earl Beauchamp v Winn. c w
Allen v Bonnett. m d pt hd
The Portsmouth, Portsea, Gosport, and South Hants Banking Co. v Beldham. f c & 3 sums to vary.
Dickinson v Burgess. m d pt hd
Empson v Rhodes. m d
Mackie v European Assurance Society. m d
Keightley v The Hoylake Ry Co. c
Mason v Benson. m d
Thornton v Daventry Ry Co. m d
Robarts v Moore. m d
Southwell v Martin. c
Loxley v Doune. f c
Hayhow v George. m d
Roope v Metropolitan District Ry. Co. m d
Steele v The Midland Ry. Co m d
Capper v Simanides. m d
Pearse v Dobinson. c wit
Adamson v Chadwick. m d wit
Senior v Senior. sp c
Flexon v Folliott. m d
Phillipson v Gibbon. m d
Howard v Hodson. m d
Vickers v Holmes. c
Styring v Berry. c
The London & South Western Bank (Limited) v Nash. m d
Roberts v Baseley. m d
M'Murray v Spicer. f c
Cottrill v Coombe. m d
Bousfield v Bousfield. m d
Holden v Hart. m d
Poupard v Fardell. c
Smith v Shipman. m d
Vigers v Butson. c
Herington v The Metropolitan Ry. Co. m d
Gillett v Gane. f c & sums to vary and pet
London & South Western Bank (Limited) v Fairlie. m d
Wild v Wild. f c
Coutts v Acworth. c
Poupard v Stones. c
Fothergill v Davies. c
Stephens v Hasluck. m d
Critchell v The Commissioners of her Majesty's Works and Public Buildings. m d
Chadwick v Mc Kenna. m d, wit.
Redgrave v Strevens. m d
Pugh v Arton. f c
Duke of Bedford v Bothamley. m d
Dickinson v Dillwyn. sp c
Shippy v Hocombe. c
Waters v Bull. f c
Cooke v Pearson. m d
Millward v Cusworth. c
Re Morley, Morley v Saunders. f c
Bulteel v Plummer. m d
Stevenson v Barugh. m d
Tulke v Leigh. f c
Ormerod v Northern Ry. of Buenos Ayres. m d, set down at request of defendant co.
Clarow v Kelday. c
Wood v Green. c, wit
Hodges' Distillery Co. (Limited) v Doulton. c
Foster v Bulmer. f c
Clarke v Pawle. m d
Earl Vane v Rigden. m d
Baroness Weld v Rose. m d
Llewellyn v Rose. f c
Radmore v Gill. m d
Wright v Wright. m d
Manby v Robinson. m d
Moulson v Moulson. c
Watkins v The Long Ashton District Highway Board. m d
Money v De Hoghton, Bart. m d
Cooke v Cooke. f c
Sugden v Wyman. m d
Esdaile v Teversham. c
Attorney General v Gee. c
Parker v Clark. f c
Montgomery v Floyd. f c
Wheatley v The Westminster Brymbo Coal & Coke Co. (Limited.) m d
Remnant v Morris. m d
The Landed Estates Co. v Weeding. m d
Lines v Lines. f c
Spiller v Spiller. m d.
Cannon v Crew. m d
Woodhouse v Sebborn. f c
Ormandy v Carmalt. m d
Butler v Cumpston. f c
Cull v Ingles. c
Shepherd v Timewell. m d
Simmonds v Brookes. m d
Oldacres v Oldacres. m d
Palmer v Perry. f c & sums to vary
Heaphy v Heaphy & 3 other causes. f c
Merry v Hill. f c
Fletcher v Moore. f c
Rudge v Union Bank of London. m d
Harper v Harper. m d
Grover v Foster, Bart. m d
Bowers v Bowers. f c
Parsons v Parsons. f c
Morris v Edwardes. f c
McWilliam v McWilliam. f c
Rolason v Bird. m d
Bourne v Warner. m d
The Imperial Mercantile Credit Association (Limited) v Coleman. m d
Hood v Franklin. m d
Denness v Nicholas. f c
Earl of Cardigan v Deane. m d
Zimmerman v Metropolitan Ry. Co. m d
Terry v Clarke. m d
Kenwood v Poole. m d
Scotson v Robinson. m d
Campbell v The Mayor, &c., of Liverpool. m d
Waters v Waters. f c
Lee v The Lancashire and Yorkshire Ry. Co. c
Bourne v Hancock. m d
Lewin v Lewin. m d

Before the Vice-Chancellor W. M. JAMES.

Causes, &c.

Chambers v The Metropolitan Ry. Co. m d
Coulthard v Dewhurst. f c
Shaw v Baldwin. m d
Langston v Ashdown. m d
Hopgood v Gabell. m d
Bovill v Daw. c wit
Powell v Elliott. m d
Thompson v Atlantic Telegraph Co. m d

Pears v Laing. m d
Stamp v Anderson. c
Anderson v Stamp. c
Leather Cloth Co. (Limited) v Lorsont. m d
Parkes v Stevens. m d
Betts v Gallais. m d
Betts v Potts. m d
Betts v Cleaver. m d
Betts v Field. m d
Betts v Brooks. m d
Betts v Foster. m d
Betts v Pratt. m d
Betts v Stevenson. m d
Betts v Smith. m d
Betts v Hall. m d
Betts v Hart. m d
Betts v Ellis. m d
Betts v Warin. m d
Betts v Preston. m d
Betts v Cooper. m d
Sinapson v Bathurst. c, w (23 June)
Roy v Bignold. c, deft to be cross-examined (29 June)
Betts v Willmott. m d
Plant v Stott. m d
Drake v Collins. m d
Harvey v Lloyd. sp c
Harrold v Markham. c
Milsome v Milsome. f c & pet
Henderson v The Runcorn Soap and Alkali Co. (Limited) trial without a jury (28 June)
Tatton v The London and Lancashire Insurance Co. cause set down at request of defendants T. F. Marson and F. B. Marson.
Rhodes v Rhodes. f c & sums to vary cert.
Darlington v Cardwell. c
Baillie v Bowkett. c
Gaskin v Rogers. f c (28 June)
Valle v Rumpff
Clement v Dear. c
Sawell v Asplin. f c
Bruce v Garden. m d
Jameson v Preston. c
The Grover & Baker Sewing Machine Co v Wilson. trial by jury (12 July)
Stone v Harris. m d
Cooper v Cooper. m d
Binney v The Metropolitan Ry. Co. c
Osburne v Jackson. m d
Young v Naish. m d
Bank of British Columbia v Goschen. c
Irvine v Sullivan. trial without a jury
Butler v Butler. m d
Few v Howard. m d
Cook v Hart. m d
Dobson v Bowness. f c
Bowness v Dobson. m d
Williams v Laskie. m d

Transferred from ViceChancellor STUART'S Book.

Barnes v Woods. m d
Jones v Rhind. c
Rhind v Jones. c
Kavanagh v Willink. m d
Hope v Midland Co's. & South Wales Ry Co. c
Hood v North-Eastern Ry. Co. m d
Spawforth v Burnell. m d
Bradford v Bradford. c, wit
Day v Sittingbourne Ry. Co. m d
Hughes v Seanor. m d
Emsley v Robinson. m d
Hambrough v Hart. m d
Smith v Lee and another. c
Farquhar v Hadden. m d
Lewis v Evans. m d
Millington v Holland. m d
Gibbon v Gibbon. m d
Perry v Sargent. c wit
Baker v Bannister. c wit
Griffin v Brady. c
The Lloyd's Banking Co. (Limited) v Chandler. m d
Johnson v Bennett. m d
Brown v Greenwood. m d
Prees v Coke. m d
Belaney v Baron Ffrench. m d
Hussey v The Metropolitan Ry Co. m d.
Atkinson v Robinson. m d
Hinchliffe v Bates. m d
Gray v Burke. m d
Hudson v Johnson. m d

Transferred from Vice-Chancellor MALINS' book.

Earl St. Germans v Fox. m d
Slatter v Samuel. m d
England v Grant. m d
Queen of Spain v Parr. c
Abbot v Cawston. m d
Thomas v Thomas. m d
Matterson v Baersetman. m d
Montgomery v Floyd. c
Weyman v Carter. m d
Glover v Moore. c
Tippet v Fiddy. m d
Silver v Udall. m d
Trappes v Meredith. m d
Clark v Simpson m d
Berrie v Bower. m d.
McKenna v Chadwick. m d
Tooth v Banks. c
Warden v Mayor &c. of Kingston-upon-Hull. m d
Eade v Morgan. c
Howell v Jones. m d
Samuelson v Mattison. m d
Musgrave v Hart. m d
Hawkes v Hawkes. m d
Phillpotts v Bradgate. m d
Cartwright v Hewit. m d

(End of Transfers.)

Swainson v Jefferson. m d
Trimingham v Slater. m d
Turner v Brasnet. m d
Jarrold v Haywood. c
Higgins v Busman. m d
The North-Eastern Ry. Co v Jackson. c
Potts v Smith. f c
Richards v Wicks. m d

Mr. J. E. Dibb, Deputy-Registrar of Deeds for the West Riding of Yorkshire, who was recently called to the bar, has been presented by his friends at Wakefield with a wig and gown, an edition of "Stephen's Commentaries," and a handsome claret jug, as a mark of their respect and esteem.

THE CAREY-STREET SITE.—Overtures having been made to the Chancellor of the Exchequer for the purchase of the seven acres of land known as "the Carey-street site" of the new Courts of Law, the negotiations have been suspended until the bill for the acquisition of the new ground in Howard-street has been sanctioned by Parliament. The London and North-Western Railway Company are, we believe, not indisposed to treat for the site as a great central terminus to communicate with the Metropolitan District system.—*The Owl.*

PUBLIC COMPANIES.

LAST QUOTATION, June 25, 1869.
[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 92⅞ xd
Ditto for Account, July 7, 93 xd
3 per Cent. Reduced 92⅞
New 3 per Cent., 92⅞
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94 76
Do. 5 per Cent., Jan. '72
Annuities, Jan. '80 —
Annuities, April, '85, 11 15-16
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, — per Ct. par
Ditto, £500, Do — par
Ditto, £100 & £200, — par
Bank of England Stock, 4½ per Ct. (last half-year) 244
Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 212
Ditto for Account
Ditto 5 per Cent., July, '80 112
Ditto for Account, —
Ditto 4 per Cents., Oct. '88 100¾
Ditto, ditto, Certificates, —
Ditto Enfaced Ppr., 4 per Cent.
Ind. Enf. Pr., 5 p C., Jan. '72 105½
Ditto, 5½ per Cent., May, '72 110⅝
Ditto Debentures, per Cent., April, '64 —
Do. Do., 5 per Cent., Aug. '73 103½
Do. Bonds, 4 per Ct., £1000 4 p.a
Ditto, ditto, under £1000, 5 4 m

RAILWAY STOCK.

Shres.	Railways	Paid.	Closing prices
Stock	Bristol and Exeter	100	78
Stock	Caledonian	100	77½
Stock	Glasgow and South-Western	100	102
Stock	Great Eastern Ordinary Stock	100	38½
Stock	Do., East Anglian Stock, No. 2	100	—
Stock	Great Northern	100	108½
Stock	Do., A Stock*	100	108½
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	50¾
Stock	Do., West Midland—Oxford	100	27
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	126½
Stock	London, Brighton, and South Coast	100	45
Stock	London, Chatham, and Dover	100	17
Stock	London and North-Western	100	119
Stock	London and South-Western	100	90
Stock	Manchester, Sheffield, and Lincoln	100	55
Stock	Metropolitan	100	98
Stock	Midland	100	118
Stock	Do., Birmingham and Derby	100	85
Stock	North British	100	54
Stock	North London	100	118
Stock	North Staffordshire	100	56
Stock	South Devon	100	41
Stock	South-Eastern	100	78
Stock	Taff Vale	100	150

* A receives no dividend until 5 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The result of the division in the House of Lords on the second reading of the Irish Church Bill imparted to Consols a slight impulse which was not at first maintained. They have, however, been tolerably firm during the week. The railway market has also, with a few exceptions, maintained, as a rule, a pretty firm tone. Foreign securities have been scarcely so strong. Gold continues to flow into the Bank, and with a light discount demand the directors on Thursday reduced the rate from 4 to 3½ per cent., and in consequence the banks have reduced their deposit rates to 2¼. The reduction produced no effect on the funds, which, just at the close, are a little heavy, in consequence of some large sales.

Mr. Davies, solicitor, of Kingsbridge, Devonshire, has resigned the office of honorary secretary to the Kingsbridge Chamber of Agriculture, on account of his taking part in the discussions having been objected to. The Chamber have resolved in future to have a paid secretary.

The editor of a Chicago law newspaper, apparently at his wits ends for a paragraph, prints the following:—"There are many members of the Chicago bar who are good shots and enjoy a day's hunting. Pigeon shooting has never been better than the present season. Mr. W——, of the law firm of R—— & W——, spent a couple of days of the past week in the woods of Michigan, pigeon shooting, and succeeded in bagging a great number, which he distributed among his professional brethren. We are under obligations to Mr. W—— for remembering the ——— in his distribution of game."

In an interior county of Ohio, in a criminal court presided over by a judge of considerable humour, a notorious thief was on trial for larceny. The principal question of fact in the case was whether the property stolen was worth thirty-five dollars, or less than that amount. According to the statutes of that State, if the value amounted to this sum, the offence was grand larceny, and the penalty would be imprisonment in the penitentiary, where the rogue rightfully belonged. After the jury had been out for several hours they returned into court, and said to the judge that they could not agree unless he charged them whether they should estimate the goods at the wholesale or retail price. Thereupon the judge enlightened them thus:—"Well, gentle-

men, considering the way the rascal came by the goods, I don't think the court can afford to wholesale them to him."—*Canada Law Journal.*

ESTATE EXCHANGE REPORT.

AT THE MART.

June 18.—By Messrs. Norton, Trist, Watney, & Co.

Freehold property, known as the Angley Park Estate, Cranbrook, Kent, comprising a mansion with lodge entrances, stabling, pleasure grounds, orchard, park, steward's house, farm homestead, &c., the whole comprising 293a 3r 19p—Sold £17,600.

Freehold farm, situate as above, and known as Breach, comprising a cottage and 54a 3r 19p of land—Sold £2,600.

Freehold, 15a 0r 37p of woodland, situate as above, and known as Lawson's Wood—Sold £410.

Freehold, 21a 3r 31p of marsh land, situate at Barking, Essex—Sold £2,650.

Freehold, 21a 2r 22p of marsh land, situate at Barking, Essex—Sold £2,500.

Freehold estate, situate at Dagenham, Essex, comprising a farmhouse, known as Hunter's Hall, with buildings and 33a 1r 37p of land—Sold £3,500.

Freehold property, situate at South-green, Great Burstead, Essex, comprising farmhouse, with buildings, and 10a 1r 11p of land—Sold £760.

Freehold, 20a 1r 22p of meadow and arable land, situate at Great Burstead—Sold 1,320.

Freehold, 2a 3r 13p of arable land, situate as above—Sold £200.

Freehold estate, situate at Cranham, Kent, comprising a farmhouse, with buildings, and 38a 0r 17p of land—Sold £1,920.

Freehold property, situate as above, comprising a farmhouse, buildings, and 42a 2r 34p of land—Sold £1,600.

June 22.—By Messrs. Farebrother, Clark, & Co.

Leasehold premises, Nos. 182 and 183, Piccadilly, and 2, Duke-street; term, 26 years unexpired, at £210 10s. per annum—Sold £1,600.

Leasehold business premises, No. 181, Piccadilly; term, similar as above, at £62 5s. per annum—Sold £3,350.

Leasehold business premises, No. 184, Piccadilly, let at £220 per annum; term, 61 years from 1834, at £48 10s. per annum—Sold £2,000.

A charge of £625 9s. 10d., charged upon Nos. 182 to 184, Piccadilly, and No. 27, Duke-street—Sold £4,000.

Leasehold residence, No. 28, Maida-vale, let on lease at £60; term, 41 years unexpired at £10 per annum—Sold £1,100.

Leasehold residence, known as Ivy Lodge, No. 30, Maida-vale, let on lease at £75 per annum; term, similar to above, at £16 17s. per annum—Sold £1,080.

Leasehold residence, No. 5, Wall-road, St. John's-wood, let on lease at £30 per annum; term similar to above, at £10 per annum—Sold £305.

By Messrs. Debenham, Tewson, & Farmer.

Leasehold residence, situate in Lout h-road, Clapham-park; term, 39¼ years unexpired, at £15 per annum—Sold £970.

Leasehold house and shop, No. 37, Charles-street, Caledonian-road, let at £42 per annum; term, 91 years from 1860, at £10 10s. per annum—Sold £350.

Leasehold house, No. 16A, Blundell-street, Caledonian-road, let at £29 18s. per annum; term, 99 years from 1861, at £13 per annum—Sold £120.

By Messrs. Owen & Jameson.

Freehold residence, with farm of 137a 3r, situate in the parishes of Aston Clinton and Wendover, Bucks—Sold £8,000.

Freehold farm, with residence, outbuildings, and 129a 3r of land, known as Bruns Farm, situate as above—Sold £5,000.

Freehold farm of 100a 0r 10p, known as Kingswood, Wendover, Bucks—Sold £3,050.

Freehold farm, with house, buildings, &c., and 96a 2r 5p of land, known as Brown's Farm, Aston Clinton and Wendover, Bucks—Sold £3,750.

June 23.—Messrs. Norton, Trist, Watney, & Co.

Freehold business premises, No. 65, Cheapside, and 5, Crown-court, let on lease at £500 per annum—Sold £14,000.

Freehold residence, with stabling, buildings, pleasure grounds, and meadow land, containing about 41 acres, situate at East Grinstead, Sussex—Sold £5,000.

Leasehold shop and house, No. 7, Piccadilly, let at £180 per annum; term, 49 years unexpired, at £49 18s. per annum—Sold £2,320.

Leasehold shop and house, No. 17, North Audley-street, Oxford-street, let at £90 per annum; term, 21 years unexpired, at £14 per annum—Sold £1,000.

Freehold plot of building land, fronting Blackshaw-road, Tooting, Surrey—Sold £35.

By Messrs. Farebrother, Clark, & Co.

Freehold and copyhold estate, known as Milton Mills, in Upper Milton, Lower Milton, and Hartlebury, Worcestershire, comprising a corn mill, with residence, pleasure grounds, cottages, &c., and 12a 1r 3p of land, let at £233 18s. per annum—Sold £2,300.

Freehold residence, known as Waddon Cottage, Croydon, Surrey, with stabling, garden grounds, &c., in all about 4 acres—Sold £1,500.

Freehold waterside premises, known as the Bull Head Dock, chemical works, oil and crushing mills, yard, premises, &c., situate at Rotherhithe, let on lease, and producing £171 4s. 4d. per annum—Sold £12,650.

By Messrs. Edwin Fox & Bousfield.

The Tyssen Amhurst estate, situate within the parish of Hackney, comprising freehold ground rents and improved rents, with reversions to rack rentals, secured on properties situate as under, viz.:—

Upper Clapton: Lot 1, High Hill Ferry—Sold £700; lot 2, ditto—Sold £300; lot 3, ditto—Sold £280; lot 4, ditto—Sold £160; lot 5, ditto—Sold £340; lot 6, ditto—Sold £1,020; lot 7, ditto—Sold £750; lot 8, Main-road—Sold £4,500.

Lea Bridge (Essex Side), Lot 9—Sold £2,500.

Clapham High-road, Lot 10—Sold £1,000.

Dalston-lane—Lot 12, No. 2—Sold £455; lot 13, No. 3—Sold £475; lot 14, No. 4—Sold £145; lot 15, Nos. 5, 6, 7, 8, 9, 10, 11, 12, and 14, ditto—Sold £2,010; lot 16, No. 13—Sold £205; lot 17, No. 15—Sold £700; lot 18, No. 16—Sold £435; lot 19, No. 17 and 18—Sold £890.

Dalston High-road—Lot 21, Nos. 5 to 12, Navarino-place—Sold £320; lot 22, No. 8—Sold £105; lot 23, Nos. 13, 14, and 15—Sold £480; lot 24, Dalston-lane—Sold £1,750; lot 26, Nos. 1 and 2, Caroline-place, Dalston lane—Sold £130; lot 27, Nos. 3 and 4—Sold £130; lot 28—Sold £130; lot 30, Nos. 1 to 21, Tyssen-street, Nos. 1 to 8, Tyssen-place, and Nos. 1 to 8, Tyssen-passage—Sold £2,310.

Kingsland-road—Lot 31, Nos. 1 to 13 on east side, and Nos. 12 to 26 inclusive on west side of Matthias-street, and Nos. 11, 12, and 13, Abbott-street—Sold for £830; lot 32, Nos. 1 to 10, Abbott-street—Sold for £680; lot 33, High-street, east side—Sold for £2,640; lot 34, ditto—Sold for £700; lot 35, ditto west side—Sold for £345; lot 36, ditto west side—Sold for £2,200; lot 37, ditto west side—Sold for £1,330; lot 39, ditto west side—Sold for £200.

June 24.—By Messrs. Charles Smith & Co.

Leasehold mansion, with grounds of about four acres, known as Summer Court, Shooter's hill, Kent, annual value £100; term, 96 years unexpired, at £64 per annum—Sold for £4,500.

AT THE GUILDHALL COFFEE HOUSE.

June 24.—By Mr. Marsh.

Freehold ground-rent of £50 per annum, arising from premises and three acres of land, at Plough-bridge, near Deptford—Sold for £1,500.

Value of City Property.—Messrs. Norton, Trist, Watney, & Co. sold on Wednesday, at the Mart, the freehold premises in Cheapside occupied by Mr. Bennett, the well known clockmaker. The auctioneer stated that the property covered an area of 1,750 square feet, which, if in possession, he should value at £15 per square foot; but Mr. Bennett held a lease of the premises for about eleven years at £500 per annum, for which he paid a large premium in addition to making considerable alterations; and if the premises were now in hand he should estimate them to be worth at least £1,000 a-year. Messrs. Debenham, Tewson, & Farmer were the purchasers, for £14,000, on behalf of Mr. Bennett.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HELLARD—On June 19, the wife of Alexander Hellard, Esq., Solicitor Portsmouth, of a son.

KEMP-WELCH—On June 20, at Bournemouth, the wife of Edwin B. Kemp-Welch, Solicitor, of a daughter.

LODGE—On June 23, at 61, Russell-square, the wife of Oliver Lodge, Barrister-at-Law, of a son.

MUNTON—On June 21, at 31, Montague-street, Russell-square, London, the wife of Francis Kerridge Munton, Esq., Solicitor, of a daughter.

MARRIAGES.

GABB—PHILLIPS—On June 17, at Charlton Kings, James William Gabb, B.A., Solicitor, of Cheltenham, to Rosa Harriett, daughter of John Phillips, Esq., of the Elms, Charlton Kings.

DANES—WONHAM—On June 22, at Fawley Chapel, Samuel R. Danes, Solicitor, Ross, to Sarah Victoria, daughter of William Kimber Wonham, late of Bognor, Sussex.

DEATHS.

LOWRY—On June 20, at Mountjoy-square, Dublin, James Corry Lowry, Esq., Q.C., of Rockdale, county of Tyrone, Master of the Court of Exchequer in Ireland.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

Friday, June 18, 1869.

Limited in Chancery.

Bristol Marine Insurance Company (Limited).—Vice-Chancellor Malins has, by an order dated June 11, ordered that the voluntary winding-up of the above company be continued. Harper & Co, Rood-lane, solicitors for the petitioner.

General Estates Company (Limited).—The Master of the Rolls has discharged Alfred Augustus James and George Fagg from being the liquidators, and has appointed the said Alfred Augustus James, of 1, Tokenhouse-yard, the sole liquidator.

Hercules Insurance Company (Limited).—Vice-Chancellor Malins has appointed William Joseph White, of 33, King-st, Cheapside, the sole liquidator.

London Offices Company (Limited).—The Master of the Rolls has appointed Read Epps, of 2, Albert-st, Newington Butts, and Richard Purchase, of 19, Montpelier-sq. Brompton, the liquidators.

Progress Assurance Company (Limited).—Petition for winding up, presented June 12, directed to be heard before the Master of the Rolls on June 26. Harper & Co, Rood-lane, solicitors for the petitioners. Petition for winding up, presented June 16, directed to be heard before Vice-Chancellor James on June 26. Thomas & Holliams, Mincing-lane, solicitors for the petitioner.

United Kingdom Electric Telegraph Company (Limited).—Petition for winding up, presented June 15, directed to be heard before Vice-

Chancellor James on June 26. Wimburn & Co., Myddelton-st, solicitors for the petitioner.

UNLIMITED IN CHANCERY.

Birmingham Music Hall Company.—Petition for winding up, presented June 16, directed to be heard before Vice-Chancellor James on June 26. Fallows & Whitehead, Carlton-chambers, Regent-st, for Allcock & Milward, Birm, solicitors for the petitioner.

STANNARIES OF CORNWALL.

Killifreth Mining Company.—Petition for winding up, presented May 24, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, on Aug 4, at 12. Affidavits intended to be used at the hearing in opposition to the petition must be filed at the Registrar's Office, Truro, on or before July 31, and notice thereof must at the same time be given to the petitioner, or his solicitor or agents. Childs & Batten, Coleman-st, for Roberts, Truro, solicitor for the petitioner.

Friendly Societies Dissolved.

FRIDAY, June 18, 1869.

lay Cross Free Labour Benevolent and Provident Friendly Society, Public Hall, Clay Cross, Derby. June 16.

Druids Friendly Society, Rheold Inn, Porth, Llanwonno, Glamorgan. June 16.

Royal Dockyard Woolwich Impartial Burial Society, Trafalgar Tavern, George-st, Woolwich. June 14.

TUESDAY, June 22, 1869.

Unanimous Friendly Society, Hare and Hounds Inn, Luzley, Lancaster. June 18,

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, June 8, 1869.

Beard, Hy, Nottingham, and Tinman. July 6. Beard *v* Tansley, V.C. Stuart. Parsons & Sons, Nottingham.

Browne, Mary Amelia, Union-st, Spitalfields, Widow. July 3. Browne *v* Hicks, M. R. Edell, King-st, Cheapside.

Day, Wm Chambers, Bidford, Warwick, Gent. July 10. Gausby *v* Day V.C. Stuart. Palmer & Co, Birm.

De Fiton, Rafaele, Count of Aragon, Mount-st, Grosvenor-sq. July 14. Payne *v* Murray, M. R. Cookson & Co, New-sq, Lincoln's-inn.

Depledge, Eliz, Sussex-pl, Loughborough-rd, Brixton, Widow. June 26. Dobson *v* Lasbury, V.C. Malins. Grant, Kennington-rd.

Dove, Roger, Gt Corby, Cumberland, Gent. July 1. Holliday *v* Dove, M.R. Hough, Carlisle.

Giffard, Thos Wm, Chillington, Stafford, Esq. June 30. Giffard *v* Wyley, V.C. James. Heane, Newport.

Harman, John, High Wycombe, Buckingham, Gent. July 6. Bartrum *v* Fuley, V.C. Stuart. Cox, St Swithin's-lane.

Hartley, Philip, Ulverstone, Lancaster, Manufacturer. July 15. Huddleston *v* Stones, V.C. Stuart. Remington, Ulverstone.

Jordan, Wm, Slough, Bucks, Butcher. July 7. Morten *v* Hetherington, M. R. Darvill & Co, Windsor.

Skottowe, Thos, Chateau des Muids, France, Esq. July 21. Skottowe *v* Young, V.C. Stuart. Young & Jackson, Essex-st, Strand.

FRIDAY, June 18, 1869.

Bennett, Thos, Golden-ter, Notting-hill. July 8. Bennett *v* Longman, V.C. Stuart. Jones, Chancery-lane.

Besemeres, John, Hove, Sussex, Gent. July 12. Turner *v* Buck, M. R. Turner, Leadenhall-st.

Cayley, Chas, Pall Mall, Licensed Victualler. June 25. Cayley *v* Brown, V.C. Stuart. Prichard, Lincoln's-inn-fields.

Coffin, Robt, Worthing, Sussex, Esq. July 12. Bolton *v* Coffin, M. R. Barnes & Bernard, Gt Winchester-st.

Cox, Wm, & Eliz Cox, Tamworth, Staffordrd, Wine Merchants. July 12. Wakefield *v* West, M. R. Mason, Gresham-st.

Fairhead, Thos Blomfield, Borough Market, Southwark, Seedsman. July 14. Fairhead *v* Fairhead, M. R. Woodbridge & Sons, Clifford's-inn, Fleet-st.

Garraway, Geo, Fellowes-rd, Haverstock-hill, Merchant. July 19. Garraway *v* Garraway, M. R. Ashurst & Co, Old Jewry.

Greig, Woronzow, Surrey Lodge, Lambeth, Barrister. Nov 2. Somerville *v* Greig, V.C. James.

Hargrave, Matilda, Wakefield, York, Spinster. July 12. Groves *v* Dixon, M. R.

Houghton, Richd Rolls, Cheltenham, Gloucester, Esq. July 20. Richardson *v* Houghton, V.C. Malins. Gwinnett & Co, Cheltenham.

Hutchinson, Juliana, Norfolk-crescent, Hyde-pk, Spinster. July 1. Hutchinson *v* Elderton, V.C. Malins. Trail, Hare-ct, Temple.

Neal, Thos, Wisbech St. Peter's Cambridge, Tanner. July 10. Shaw *v* Neal, M. R. Wise & Dawbarn, March.

Pratley, John, Faringdon, Berks, Gent. July 21. Pratley *v* Auns, V.C. Stuart. Haines, Faringdon

Sparrow, John, Blackburn, Lancaster, Cotton Spinner, July 17. Gill *v* Sparrow, County Palatine of Lancaster. Registrar, Lpool.

TUESDAY, June 22, 1869.

Beachey, John, jun, Highweek, Devon, Gent. July 23. Hooper *v* Beachey, V.C. Stuart. Beachey, Newton Abbot.

Colyer, Jas, Marquess-rd, Canonbury, Gent. July 5. Neville *v* Dann, V.C. Malins. Bannister, Basinghall-st.

Daveron, Jas, Pekin-pl, East India-rd, Poplar, Ship's Rigger. July 15. Bowen *v* Barlow, M. R. Barlee, Old Broad-st.

De La Warr, Right Hon Chas Richd, Earl. July 15. De La Warr *v* Cope, M. R. Rose, Gt George-st, Westminster.

Fletcher, John, Brierley-hill, Stafford, Miner. July 16. Fletcher *v* Fletcher, M. R. Collis, Stourbridge.

Haynes, Jas, Wensor Castle, Lincoln, Esq. July 16. Cave *v* Holland, V.C. Stuart. Sharpe & Son, Market Deeping.

Jackson, Mary, Cape Coast Castle, Africa, Widow. Dec 1. Spinks *v* Swanzy, M. R. Horn & Murray, King-st, St James's.

Moseley, Robt, Fonthill-villas, Tollington-pk, Gent. July 24. Moseley *v* Moseley, V.C. Stuart. Wood & Co, Raymond-bldgs, Gray's inn.

Phantom, British Ship. July 13. Bastin *v* Glasebrook, V.C. Stuart.

Pocock, Thos, Ladbroke-gardens, Kensington, Gent. July 29. Murray *v* Pocock, V.C. Stuart. Batten, Gt George-st, Westminster.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, June 18, 1869.

Andrew, Wm, Manch, Gent. July 31. Orton, Manch.

Bennett, Emma, Chester, Spinster. July 14. Brown, Chester.

Bewly, John, Tyssen Villa, Kingsland-rd, Gent. Aug 20, Waugh, Gray's-inn-sq.

Brown, Ann, Wakefield, York, Spinster. Sept 1. Harrison & Smith, Wakefield.

Brown, Molly, Wakefield, York, Spinster, Sept 1. Harrison & Smith, Wakefield.

Chapman, Evan, Pentrehedyn, Montgomery, Farmer. Aug 1. Woosnam, Newtown.

Coulson, Thos, Drax Hall, York, Gent. Sept 1. Clark, Snaith.

George, Geo, High-st, Camden-town, Ironmonger. July 31. Hird & Son, Portland-chambers, Gt Titchfield-st.

Glover, Jeremiah, Stanley, York, Gent. Aug 1. Snowdon & Son, Leeds.

Hollis, Ann, Inverness-ter, Bayswater, Widow. July 20. Bailey & Co, Berners-st.

McNamara, Thos, Marlborough-pl, Paddington, Builder. Aug 1. Cooke, Serjeant's-inn, Chancery-lane.

Moseley, Zaleg Philip, Portsdown-rd, Maida Vale, Esq. Sept 20. Samuel & Emanuel, Finsbury-circus.

Otty, William, Wakefield, York, Grocer. Aug 24. Burrell, Wakefield.

Pemberton, Jas, Highgate, nr Birm, Brazier. July 20. Allcock & Milward, Birm.

Roberts, Timothy, Wakefield, York, Butcher. July 31. Harrison & Smith, Wakefield.

Rutland, Simon, Peterborough, Gent. Aug 18. Graves, Peterborough.

Slyman, Wm, Newtown, Montgomery, Physician. Aug 1. Woosnam, Newtown.

Smith, Hy Geo, Upper Beulah-hill, Upper Norwood. Sept 30. Seal, Serjeant's-inn, Fleet-st.

Spielman, Adam, Hereford House, West Brompton, Esq. Sept 26. Samuel & Emanuel, Finsbury-circus.

Stuchbery, Wm Owen, Maidenhead, Birks, Grocer, Sept 9. Brown, Maidenhead.

Stuart, Wm, Bowness, Westmorland, Parish Clerk. Sept 15. Fisher, Windermere.

Taylor, Humphrey, Stalybridge, Chester, Farmer. July 16. Buckley, Staleybridge.

Turner, John, Handsworth, Stafford, Gent. July 20. Allcock & Milward, Birm.

West, Francis Ralph, Henley-upon-Thames, Oxford, Esq. July 16. Veasey, Baldock.

West, James, Tuffnell-pk-rd, Upper Holloway, Artist. Sept 15. Morten & Meadows, Bond-st, Wallbrook.

TUESDAY, June 22, 1869.

Coates, Joshua, Nottingham, Banker's Clerk. Aug 7. Hunt & Sons, Nottingham.

Day, Edwd, Cheetham, nr Manch, Upholsterer. July 31. Orton, Manch.

Jacobsen, Jens Jorgen Severin, Doris-st East, Kennington-cross, Merchant. Aug 15. Westenholz, Gt Tower-st.

Johnson, John Thos, Bristol, Agent. Aug 13. King & Plummer, Bristol.

Jones, John, Tyddn Ffrier, Anglesey, Farmer. July 5. Owen & Roberts, Beaumaris.

Knowles, Rebecca, Pitsmore, Sheffield, Widow. Aug 3. Gainsford & Bramley, Sheffield.

Lart, Fanny, Albury, Surrey, Spinster. Aug 1. Hooper & Co, Southampton-bldgs.

Offley, Mary, Tunbridge Wells, Kent, Widow. July 31. Sharp, Gresham-house, Old Broad-st.

Orme, Eliza, Brighton, Sussex, Widow. Sept 1. Lee & Co, Lincoln's-inn-fields.

Perry, Hy Jas, New Brighton, Chester, Esq. July 31. Johnson & Master, Southampton-bldgs.

Rogers, Sarah, Campden-grove, Kensington, Spinster. July 19. Ward & Co, Gray's-inn-sq.

St. John, Hon. Caroline Eliz, Brighton, Sussex, Widow. Aug 24. Birch & Co, Lincoln's-inn-fields.

Treharne, Mary, Laugharne, Carmarthen, Widow. July 10. Barker, Carmarthen.

Varah, Geo, Sheffield, York. July 31. Fretson, Sheffield.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, June 18, 1869.

Aldgate, Jas, Peterborough, Northampton, Draper. June 14. Comp. Reg June 15.

Allen, Wm Vincent, Moor-st, Soho, Corn Factor. May 20. Comp. Reg June 17.

Arnold, Geo Moss, London, Gent. May 15. Comp. Reg June 17.

Ashman, Joseph, Kensington-bldgs, General Dealer. June 4. Comp. Reg June 15.

Bassett, Wm, Stockport, Chester, Builder. May 11. Asst. Reg June 16.

Bates, Jas, Manch, Drysalter, June 16. Comp. Reg June 17.

Bentley, Isaac, & Ebenezer Barlow, Huddersfield, York, Oil Merchants. May 20. Comp. Reg June 17.

Bewley, John, Whitehaven, Cumberland, Wine Merchant. May 13. Asst. Reg June 15.

Bickley, Jas, Birm, Grocer. June 2. Asst. Reg June 15.

Brigg, Benj, Bradford, York, Woolstapler. May 21. Asst. Reg June 17.

Burroughs, Thos Richd, Much Wenlock, Salop, Grocer. May 5. Asst Reg June 15.

Chrisp, Hugh, Newcastle-upon-Tyne, Grocer. June 10. Comp. Reg June 15.

Dawson, John, Manchester, Commission Agent. June 4. Asst. Reg June 16.

Dawson, Edwd, King-st, Cheapside, Warehouseman. June 4. Asst. Reg June 16.

Dennis, Wm, Aldermanbury, Warehouseman. June 11. Comp. Reg June 16.

Dumbell, Geo, Shavington-cum-Gresty, Chester, Grocer. May 19. Asst. Reg June 16.
Durham, Wm, Southgate-rd, Wood Green, Ironmonger. May 20. Asst. Reg June 17.
Eales, Richd, Barsby, Leicester, Butcher. May 26. Asst. Reg June 16.
Ellis, Wm, Gt Quebec-st, Marylebone-rd, Watchmaker. June 10. Comp. Reg June 15.
Farnie, Andrew, Sheffield, York, Draper. May 31. Asst. Reg June 16.
Field, Wm, Oldbury, Worcester, Builder. June 10. Comp. Reg June 18.
Fox, Jas, & Elizabeth Fox, South Shields, Durham, Hardwareman. May 24. Comp. Reg June 16.
Gardner, Robt, Wm Walter Gardner, & Gedeon Gehazi Gardner, Erdington, Warwick, Wrought Iron Workers. May 14. Comp. Reg June 16.
Greaves, Geo, Oldham, Lancaster, Cotton Waste Dealer. May 19. Comp. Reg June 16.
Harrison, Geo, Buckingham, Stone Mason. May 15. Comp. Reg June 14.
Hetherington, John Hillman, Slough, Buckingham, Auctioneer. June 14. Asst. Reg June 16.
Heywood, Robt, Manch, Merchant. June 10. Comp. Reg June 18.
Houghton, Chas, Cardiff, Glamorgan, General Dealer. June 10. Asst. Reg June 18.
Howard, John, Dukinfield, Chester, Grocer. June 1. Comp. Reg June 14.
Jennings, Wm, & Richd Tildesley, Jennings, Stafford, Shoe Manufacturers. June 1. Comp. Reg June 18.
Jones, Thos, Bridgend, Glamorgan, Chemist. May 7. Asst. Reg June 17.
Knowles, Geo, Manch, Watch Maker. May 19. Asst. Reg June 17.
Mappin, Walter Sandell, Birm, Cutler. May 4. Comp. Reg June 15.
McCabe, John Langdon, Fleet-st, Lithographer. June 11. Comp. Reg June 16.
Mitchenall, John, Clophill, Beds, Draper. June 5. Asst. Reg June 15.
Parry, Bennett, Birkenhead, Chester, Ship Chandler. June 9. Comp. Reg June 18.
Reynolds, Saml, Three Crown-sq, Southwark, Hop Merchant. May 21. Asst. Reg June 16.
Royle, Saml, Southport, Chester, Licensed Victualler. June 4. Comp. Reg June 17.
Simpson, Robt, Lpool, Milliner. May 27. Asst. Reg June 17.
Stargardter, Adolph, Hackney-rd, Boot Manufacturer. June 9. Comp. Reg June 15.
Stillwell, Thos, Leeds, York, Cloth Merchant. May 26. Asst. Reg June 16.
Stroud, Eliza, Hackney-rd, Ginger Beer Retailer. June 10. Comp. Reg June 16.
Stuart, Francis Firench, Walbrook, Comm Agent. June 1. Comp. Reg June 10.
Taylor, Chas Hy, Birkenhead, Chester, out of business. June 15. Asst. Reg June 17.
Thompson, Danl, Dawgreen, York, Shopkeeper. May 31. Asst. Reg June 16.
Trenhail, Stephen, Sutton, Chester, Farmer. June 10. Comp. Reg June 18.
Underwood, John, High-st, Camden-town, Sculptor. April 28. Comp. Reg June 15.
Venables, Jabez, Church Hulme, Chester, Gardener. June 9. Comp. Reg June 16.
Vine, Edwd Chas, Chequer-alley, Bunhill-row, Stay Manufacturer. June 9. Comp. Reg June 16.
Ware, Robt, Boarhunt, Southampton, Miller. May 24. Asst. Reg June 15.
Weedon, Jas Ramsay, Bromley-by-Bow, Pawnbroker. June 11. Asst. Reg June 17
West, Thos, Bishop Wilton, York, Butcher. May 29. Asst. Reg June 18.
Wheeler, Jas, & John Wheeler, Bradford, Berks, Builders. May 22. Asst. Reg June 18.
Whipp, John, Rochdale, Lancaster, Watch Maker. June 2. Comp. Reg June 17.
Williams, Geo, London-wall, Wholesale Stationer. May 19. Asst. Reg June 17.
Williams, John, & Robt Williams, Denbigh, Grocers. May 19. Comp. Reg June 15.
Wilks, Geo, Devonport, Devon, Cabinet Maker. May 20. Comp. Reg June 16.
Woolcock, Thos, Falmouth, Cornwall, Grocer. May 22. Asst. Reg June 16.

TUESDAY, June 22, 1869.

Adams, Edwd, Albany-st, Regent's-pk, Coach Builder. May 20. Comp. Reg June 18.
Addenbrooke, Ann, Brierley-hill, Stafford, Licensed Victualler. May 28. Asst. Reg June 21.
Allen, Diana, Droitwich, Worcester, Grocer. May 22. Asst. Reg June 18.
Allen, Thos, Walsall, Stafford, Grocer. May 20. Asst. Reg June 19.
Ascott, Hy, Goswell-rd, Dining Rooms Manager. June 10. Asst. Reg June 17.
Atkinson, John, Lower Park-rd, Peckham, Woollen Rag Merchant. June 11. Comp. Reg June 21.
Bailey, Richd, Alsagers Bank, Stafford, Grocer. May 19. Asst. Reg June 19.
Benedict, Elias, Lpool, Jeweller. June 15. Asst. Reg June 18.
Barnes, Richd, Southtown, Suffolk, Engineer. June 7. Comp. Reg June 21.
Barnett, Alfred, Peckham-grove, Peckham, Gent. June 16. Comp. Reg June 19.
Brazier, Benj Robt, Roman-rd, Old Ford, Fishmonger. June 16. Comp. Reg June 18.
Brevit, Enoch, Portobello, Stafford, Butcher. June 9. Comp. Reg June 21.
Budd, John Chas, Ulverston, Lancaster, Fellmonger. May 20. Asst. Reg June 19.
Burfield, Chas, Brompton, Kent, Grocer. June 1. Comp. Reg June 22.
Burn, Wm, Crook, Durham, Draper. May 27. Comp. Reg June 21.
Buzzing, Florance, Barney-st, Greenwich, Coal Merchant. May 29. Asst. Reg June 22.
Carter, Thos Fuller, Watling-st, Warehouseman. June 3. Comp. Reg June 18.
Cary, Geo, Westbourne-cres, Hyde-pk, Gent. June 12. Comp. Reg June 22.
Collins, Geo, Brompton, Kent, Grocer. June 3. Asst. Reg June 21.
Cooper, Elias Golah, & Jacob Curnow Waymouth, Corin, Birm, Potato Salesmen. May 19. Comp. Reg June 19.
Cowley, Albert, Brighton, Sussex, Confectioner. June 1. Comp. Reg June 21.
Davies, Ishmael, Llanberis, Carnarvon, Draper. May 13. Asst. Reg June 18.
Davison, Geo, Sheffield, York, Tailor. June 12. Comp. Reg June 21.
Dawson, Abraham, Essex-rd, Islington, Corn Merchant. June 7. Comp. Reg June 21.
Dewhurst, Chas, Leyland, Lancaster, Tin Plate Worker. June 2. Comp. Reg June 21.
Evans, Jenkin, Llandyssul, Cardigan, Builder. May 19. Comp. Reg. June 21.
Fergusson, John, Hexham, Northumberland, Grocer. May 10. Comp. Reg June 18.
Fisher, Wm Gabriel, Oxford st, China Warehouseman. June 3. Comp. Reg June 21.
Frank, Benoni Rusbridge, Lewes, Sussex, Draper. May 22. Asst Reg June 18.
Gann, Joseph Horlock, Mark-lane, General Merchant. June 17. Comp Reg June 21.
Geall, Wm, Wilmington, Sussex, Carpenter. May 27. Comp. Reg June 21.
Greenwood, Joseph, Lpool, Joiner. June 12. Comp. Reg June 22.
Gulston, Richd, St. Albans, Hertford, Grocer. May 25. Comp. Reg June 19.
Hallas, Joseph, Sunderland, Durham, Tailor. May 27. Comp. Reg June 22.
Hatton, Wm, Swansea, Glamorgan, Confectioner. May 12. Comp, Reg June 19.
Hatton, Chas Wesley, & Saml Taylor Rigge, Halifax, York, Cloth Manufacturers. May 22. Asst. Reg June 21.
Hills, John, Queen's-rd, Chelsea, Hay Salesman. June 14. Comp. Reg June 22.
Hinds, David Donald, Cardiff, Glamorgan, Draper. May 26. Asst. Reg June 21.
Howell, Geo, & John Rees, Llanelly, Carmarthen, Drapers. May 26. Comp. Reg June 21.
James, Saml Thurley, Shadwell High-st, Undertaker. May 27. Asst. Reg June 21.
Law, Robt, Cleckheaton, York, Woolstapler. June 1. Comp. Reg June 18.
Livett, Jas, Leighton-cres, Kentish-town, Auctioneer's Clerk. June 10. Comp. Reg June 21.
Loveland, Chas, High Wycombe, Buckingham, Grocer. June 9. Comp. Reg June 22.
Melling, Betsy, Bolton, Lancaster, General Dealer. June 16. Comp. Reg June 10
Mountain, Robt, Bury St. Edmunds, Suffolk, Fishmonger. May 28. Comp. Reg June 18.
Mountfort, Thos, Lindley, Birm, General Dealer. May 26. Comp. Reg June 21.
Narin, John, Redruth, Cornwall, Travelling Draper. May 15. Asst. Reg June 18.
North, Freds, Leeds, York, Wool Merchant. May 31. Asst. Reg June 22.
Pearson, Joseph, Colne, Lancaster, Grocer. June 2. Asst. Reg June 21.
Pigott, Thos Wood, Manch, Commission Merchant. June 15. Comp. Reg June 22.
Rhodes, Chas Wm, Powis-cottage, Haverstock-hill, Assistant to a Furniture Dealer. May 31. Asst. Reg June 22.
Scroggie, Wm Smith, Leadenhall-st, Beer Merchant. May 5. Comp. Reg June 19.
Schmersahl, Augustus Edwd, & Hy Carrigg, Newton Heath, Lancaster, Manufacturing Chemists. June 4. Asst. Reg June 22.
Stenteford, John, Deacon's ter, Greenwich, Builder. May 26. Asst. Reg June 19.
Sutcliffe, John, & John Halliday, Greetland, York, Woollen Spinners. May 25. Comp. Reg June 19.
Taylor, Joseph, Lockwood, York, Coal Merchant. April 8. Comp. Reg June 18.
Thomas, Jesse, Rochester, Kent, Auctioneer. June 4. Comp. Reg June 21.
Tooley, Geo Hy, Reigate, Surrey, Innkeeper. June 7. Comp. Reg June 19.
Waechter, Louis Tobias, Manch, Comm Agent. June 17. Asst. Reg June 21.
Watts, Margaret Stanley, Brick-lane, Whitechapel, Licensed Victualler. June 8. Asst. Reg June 18.
Williams, Abraham, Risca, Monmouth, Grocer. June 4. Comp. Reg June 17.

Bankrupts.

To Surrender in London.

FRIDAY, June 18, 1869.

Barker, Jas, Dalston-pl, Dalston-lane, Hackney, Perambulator Maker. Pet June 16. Pepys. July 1 at 2. Drake, Basinghall-st.
Berrington, John, Eltham, Kent, Doctor of Laws. Pet June 14. Pepys. July 1 at 12. Notou, Gt Swan-alley, Moorgate-st.
Binstead, Arthur Wm, Foley-st, Portland-pl, Regent-st, Clerk. Pet June 16. Roche. June 30 at 12. Lewis, Cheapside.
Born, Richd, High-st, Camden-town, Tea Dealer. Pet June 14. Roche. June 30 at 11. Greaves, Essex-st, Strand.
Burt, Alfred, Prisoner for Debt, London. Pet June 9 (for pau). Pepys. July 1 at 2. Biddles, South-sq, Gray's-inn.
Clasen, Chas, Prisoner for Debt, London. Pet June 14 (for pau). Pepys. July 1 at 12. Biddles, South-sq, Gray's-inn.

Cole, Edwin Dinning, Shakespear-rd, Stoke Newington, Collector. Pet June 11. Pepys. July 1 at 1. Chandler, Bucklersbury.

Commerford, Nicholas Wm, Mecklenburgh-sq, Printer. Pet June 12. Pepys. July 1 at 11. Sydney, Bishopsgate-st Within.

Cresthwaite, John, Mark-lane, Commission Merchant. Pet June 14. Roche. June 30 at 11. Tarrant, Bond-ct, Walbrook.

Dale, Jas, Fish-st-hill, Carman. Pet June 16. Pepys. July 1 at 2. Geaussent, New Broad-st.

Dickinson, Edwin, Orchard-pl, Blackwall, Cooper. Pet June 10. June 30 at 2. Tilley, Finsbury-pavement.

Emerson, Michael, Slough, Buckingham, Carpenter. Pet June 15. Pepys. July 1 at 1. Vizard & Co, Lincoln's-inn-fields.

Gregory, Joseph Lillly, Prisoner for Debt, Surrey. Pet June 14 (for pau). Roche. June 30 at 11. Sykes, Moorgate-st.

Halfpenny, Ellen, Prisoner for Debt, Surrey. Pet June 12 (for pau). Brougham. July 5 at 1. Sadler, Moorgate-st.

Hatchman, Hy Chas, Duke-st, St James', Lodging-house Keeper. Pet June 14. Pepys. July 1 at 11. Burn, Carter-lane, Doctors'-commons.

Hide, Jas, Gloucester-st, Queen'-sq, out of business. Pet June 16. Roche. June 20 at 12. Naters, Fleet-st.

Higgins, Wm Hy, Charlotte-st, Buckingham-gate, Licensed Victualler. Pet June 16. Pepys. July 1at 2. Froggatt, Argyle-st, Regent-st.

Hird, Charlotte Cealia, High-st, Clapham, Milliner. Pet June 15. Pepys. July 1 at 1. Horrex, South sq, Gray's-inn.

James, Geo, Newman-ct, Oxford-st, Builder. Pet June 14. July 5 at 1. King, Suffolk-lane, Cannon-st.

Keyes, Selina, Frith-st, Soho, Licensed Victualler. Pet June 15. Roche. June 30 at 11. Burn, Carter's-lane, Doctors'-commons.

Kinkauer, Judah Davis, Minories, Aldgate, out of business. Pet June 15. Roche. June 30 at 12. Hicks, Francis-ter, Hackney-wick.

Lee, Alfred, Sa'es-st, Paddington, Plumber. Pet June 15. July 5 at 2. Godfrey, Hatton-garden.

Lion, David, Wentworth-st, Spitalfields, Butcher. Pet June 15. Pepys. July 1 at 1. Padmore, Westminster-bridge-rd.

Lynn, Geo, Street, Cobham, Surrey, out of business. Pet June 15. July 5 at 1. Brown, Basinghall-st.

Miles, Jas, New-st, Kennington, out of business. Pet June 14. Roche. June 30 at 11. Pittman, Stamford-st, Blackfriars.

Mills, Geo, Chester-rd, Highgate, Stone Mason. Pet June 15. Roche June 30 at 12. Marshall, Lincoln's-inn-fields.

Milton, Harman Matthew, Prisoner for Debt, London. Pet June 14 (for pau). Brougham. July 5 at 2. Goatley, Bow-st, Covent-garden.

Nugent, Annie, Prisoner for Debt, London. Pet June 14 (for pau). Pepys. July 1 at 12. Peddell, Basinghall st.

Potter, Thos, Gosport, Southampton, Staff Commander R.N. Pet June 14. Pepys. July 1 at 1. Royle, Gt Marlborough-st, Regent-st.

Rae, Wesley Spurgeon, Prisoner for Debt, Hertford. Adj June 15. Roche. June 30 at 12.

Ranford, Saml Hy, Loampit-vale, Lewisham, Horse Dealer. Pet June 11. June 30 at 2. Geaussent, New Broad-st.

Samuel, Mark, Commercial-st, Whitechapel, Tarpaulin Maker. Pet June 12. July 5 at 12. Sydney, Bishopsgate Within.

Swinburne, Frances Eliz, Prisoner for Debt, London. Pet June 14 (for pau). Roche. June 30 at 11. Biddles, South-sq, Gray's inn,

Thornton, Hy Chas Sykes, Lancaster-p, Richmond, no business. Pet June 16. Pepys. July 1 at 2. Lawrence & Co, Old Jewry-chambers.

Whiting, Wm, Campbell-rd, Bow, Paper Hanger. Pet June 14. Pepys. July 1 at 12. Bonifant, Tyson-st, Clerkenwell.

Woodhead, Edwd Chas, Prisoner for Debt, London. Pet June 12 (for pau). Brougham. July 5 at 1. Watson, Basinghall-st.

To Surrender in the Country.

Barnes, Edwd Jas, Brighton, Bootmaker. Pet June 12. Eversheld. Brighton, June 30 at 11. Brandreth, Brighton.

Beard, Chas, Frindsbury, Kent, out of business. Pet June 16. Acworth. Rochester, June 29 at 2. Hayward, Rochester.

Bennett, Fredk Andrews, Castleacre, Norfolk, Publican. Pet June 14. Palmer. Swaffham, June 28 at 10. Nurse, King's Lynn.

Bilbrey, Wm Silvester, Leicester, Piano Tuner. Pet June 15. Tudor. Birm, July 6 at 11. Hunter, Leicester; Maples, Nottingham.

Bowyer, Saml Wm, St Lawrence, Kent, Fisherman. Pet June 14. Snowden. Ramsgate, July 3 at 11. Bowling, Ramsgate.

Brooks, Thos, Worcester, Carpenter. Pet June 14. Crisp. Worcester, June 30 at 11. Tree, Worcester.

Brown, David, Market Rasen, Lincoln, Coal Agent. Pet June 15. Rhodes. Market Rasen, June 30 at 11. Saffery & Chambers.

Cardwell, Fras, Batley, York, Provision Dealer. Pet June 17. Leeds, July 5 at 11. Pullan, Leeds.

Cobb, Geo, Leicester, Engineer. Pet June 14. Ingram. Leicester, July 10 at 10. Owston, Leicester.

Crosby, Hy, Sheffield, Innkeeper. Pet June 16. Leeds, July 7 at 12. Fernell, Sheffield.

Croucher, Stephen, Folkestone, Kent, Beer Retailer. Pet June 12. Holcroft. Sevenoaks, July 1 at 12. Rogers, Tunbridge.

Crux, Thos, Chorlton-on-Medlock, Lancaster. Trimming Manufacturer. Pet June 15. Macrae, Manch, July 1 at 11. Leigh, Manch.

Davies, John, Derry Shop Bargoed, Glamorgan, Grocer. Pet June 14. Wilde. Bristol, June 28 at 11. Harwood, Bristol.

Davies, Thos, Llanrwst, Denbigh, Grocer. Pet June 15. James. Llanrwst, July 6 at 12. Jones, Conway.

Dodson, Joseph, birstal, York, out of business. Pet June 16. Nelson. Dewsbury, July 1 at 12. Ibberson, Dewsbury.

Earnshaw, Jas, Paddock, York, Mechanic. Pet June 10. Jones. Huddersfield, July 9 at 10. Sykes, Huddersfield.

Goddard, Anna Maria, Tonbridge, Kent, Schoolmistress. Pet June 14. Alleyne. Tonbridge, June 30 at 10. Palmer, Tonbridge.

Green, John, Mannngham, York, Yarn Dealer. Pet June 14. Bradford, July 2 at 9.15. Berry, Bradford.

Hamerton, Wm Edwd, & Thos Spencer, Leicester, Boot Manufacturers. Pet June 14. Ingram. Leicester, July 10 at 10. Spooner, Leicester.

Hancke, Franz, Gateshead, Durham, Slater. Pet June 16. Gibson. Newcastle-upon-Tyne, July 2 at 12. Joel, Newcastle-upon-Tyne.

Hatch, Hy, Landport, Hants, Journeyman Bricklayer. Pet June 14. Howard. Portsmouth, June 30 at 12. Champ, Portsea.

Isaac, John, jun, South Tawton, Devon, Farmer. Pet June 14. Exeter, July 2 at 11. Floud, Exeter.

Jackson, Joseph, Lpool, out of business. Pet June 14. Lpool, July 1 at 11. Smith, Lpool.

Jackson, Thos, Worcester, Last Maker. Pet June 15. Crisp. Worcester, June 30 at 11. Tree, Worcester.

Jones, Thos, Prisoner for Debt, Flint. Adj June 11. Sisson. St Asaph, July 9 at 10. Williams, Rhyl.

Jones, Thos, Bristol, out of business. Pet June 15. Wilde. Bristol, July 1 at 11. Murly, Bristol.

Jones, Richd, Prisoner for Debt, Cardiff. Adj June 11. Morgan. Neath, June 29 at 11. Thomas, Neath.

Kershaw, Joseph, Bradford, York, Agent. Pet June 15. Leeds, June 28 at 11. Simpson, Leeds.

Murray, Danl, Newcastle-upon-Tyne, Pump Maker. Pet June 15. Gibson. Newcastle-upon-Tyne, June 30 at 12. Barr, Newcastle-upon-Tyne.

Needham, Robt Marsden, Sheffield, Comm Agent. Pet June 16. Leeds, July 7 at 12. Parker & Son, Sheffield.

Nelson, John, Newcastle-upon-Tyne, Publican. Pet June 7. Gibson. Newcastle-upon-Tyne, July 2 at 12. Hoyle & Co, Newcastle-upon-Tyne.

Nixon, Martha, Hyde, Chester, Innkeeper. Pet June 15. Fardell. Manch, June 30 at 11. Percival, Manch.

Oakes, Solomon (not Dakes), Tunstall, Stafford, out of business. Pet June 4. Challinor. Hanley, July 17 at 11. Tennant, Hanley.

Paling, Jas, Corby, Lincoln, Plumber. Pet June 11. Grantham, June 29 at 11. Malim, Grantham.

Parker, Hy, New Accrington, Soda Water Manufacturer. Pet June 17. Fardell. Manch, June 29 at 12. Storer, Manch.

Pearson, Benj Edwd, Brackley, Northampton, of no occupation. Pet June 15. Fairthorne. Brackley, July 6 at 10. Buller, Banbury.

Penlington, Mary, Lpool, Beerseller. Pet June 12. Hime. Lpool, June 28 at 2. Nordon, Lpool.

Pike, John, Prisoner for Debt, Kingston-upon-Hull. Adj June 9. Phillips. Kingston-upon-Hull, June 30 at 11.

Pybus, Hy, West Derby, nr Lpool, out of business. Pet June 14. Hime. Lpool, July 29 at 2. Bellringer, Lpool.

Quance, Wm, Devonport, Butcher. Pet June 17. Exeter, June 28 at 12.30. Elsworthy & Co, Plymouth.

Ramsbottom, Geo Wm, Eccleshill, York, Agent. Pet June 12. Bradford, July 2 at 9.15. Hill, Bradford.

Roberts, John, Blaenrhondda, Glamorgan, Contractor. Pet June 15. Spickett, Pontypridd, June 30 at 12. Plews, Merthyr Tydfil.

Sidebottom, Wm, & Richd Sidebottom, New Miller Dam, York, Surveyors. Pet June 14. Mason. Wakefield, July 3 at 11. Barratt, Wakefield.

Spencer, Jas, Hartshorne, Derby, Blacksmith. Pet June 14. Dewes. Ashby-de-la-Zouch, July 3 at 10. Wilson, Burton-on-Trent.

Stradling, Edwd, Plymouth, Licensed Victualler. Pet June 9. Pearce. East Stonehouse, June 30 at 11. Square, Plymouth.

Taylor, Isaac, Chester, Publican. Pet June 12. Porter. Chester, June 30 at 12. Cartwright, Chester.

Tomlinson, Sarah, Rochdale, Lancaster, Earthenware Dealer. Pet June 16. Macrae. Manch, July 2 at 11. Simpson, Manch.

Upton, Geo Richd, Newhaven, Sussex, Greengrocer. Pet June 10. Blaker. Lewes, July 1 at 11. Hillman, Lewes.

Walton, Richd, Maryport, Cumberland, Boot Maker. Pet June 15. Gibson. Newcastle-upon-Tyne, July 2 at 1. Collin, Maryport.

Waters, John, Sheffield, out of business. Pet June 12. Wake. Sheffield, June 30 at 1. Micklethwaite, Sheffield.

Whittam, Robt, Accrington, Lancaster, Mechanic. Pet June 14. Fardell. Manch, June 30 at 12. Atkinson & Co, Manch.

Wilde, Jas, Prisoner for Debt, Stafford. Pet June 9. Stamey. Newcastle-under-Lyme, June 30 at 11. Leech, Newcastle-under-Lyme.

Williams, Joseph, Holyhead, Anglesey, Coal Merchant. Pet June 15. Lpool, June 29 at 12. Evans & Lockett, Lpool.

Wills, Wm Greek, Barnstaple, Devon, Tailor. Pet May 31. Exeter, July 1 at 12. Gribble & Brougham, Barnstaple; Floud, Exeter.

Wright, Edwin, Brighton, Sussex, Concert Agent. Pet June 15. Eversheld. Brighton, July 2 at 11. Rannacles, Brighton.

To Surrender in London.

TUESDAY, June 22, 1869.

Atkins, Jas, & Wm Cooper Atkins, Riddlesdown, nr Croydon, Lime Burners. Pet June 15. July 5 at 2. Haynes, Serle-st, Lincoln's-inn.

Beall, Richd, Liverpool-st, Bishopsgate, Tailor. Pet June 16. July 7 at 11. Jones, New-inn, Strand.

Beeman, Ebenezer, Tonbridge, Kent, Farmer. Pet June 18. Murray. July 5 at 11. Smith & Co, Aldermanbury, for Stenning, Tonbridge.

Burder, Wm Bowley, Prisoner for Debt, London. Pet June 16 (for pau). Pepys. July 8 at 2. Dobie, Gresham-st.

Clark, Anthony, Prisoner for Debt, London. Pet June 17 (for pau). Murray. July 5 at 12. Biddles, South-sq, Gray's-inn.

Cornell, Thos, Bermondsey New-rd, Hosier. Pet June 17. July 7 at 11. Pittman, Guildhall-chambers, Basinghall-st.

Davies, Edmd Cawson, Brittania-ter, Kensal-rd, Upper Westbourne pk, Clerk. Pet June 18. July 7 at 12. Howard, Quality-ct, Chancery-lane.

Dearlove, Jas, Prisoner for Debt, London. Pet June 16 (for pau). Murray. July 5 at 11. Drake, Basinghall-st.

Dixon, Hy Walter, Prisoner for Debt, London. Pet June 5 (for pau). Pepys. July 8 at 2. Weatherhead, Coleman-st.

Faulkner, Geo David, Prisoner for Debt, London. Pet June 14 (for pau). Brougham. July 5 at 2. Harrison, Basinghall-st.

Gadney, Harriet, Gray's-inn-rd, out of business. Pet June 19. Pepys. July 8 at 2. Briant, Winchester House, Old Broad-st.

Gibbs, John Wm, Three Colt-st, Limehouse, Draper. Pet June 14. Pepys. July 8 at 1. Jones, Queen-st, Cheapside.

Harker, Hy Richd, Blisset-st, Greenwich, Clerk. Pet June 18. Pepys. July 8 at 12. Lade, Gresham-bldgs.

Hawkins, Wm Hy, sen, Neville-rd, Stoke Newington, Dealer in Lamps. Pet June 17. July 7 at 12. Godfrey, Hatton-garden.

Hobbes, Wm Jas, Prisoner for Debt, London. Pet June 19. Murray. July 5 at 1. Hall, Fenchurch-st.

Hobbs, Geo Gurney, Toddington, Bedford, Butcher. Pet June 18. July 7 at 1. Field, Furnival's-inn.

Hoile, Valentine, jun, Folkestone, Kent, out of business. Pet Jun[e] 18. Murray. July 5 at 12. Nichols & Co, Cook's-ct, Lincoln's-inn.

Kirby, Thos Kendell, Brighton, Flyman. Pet June 19. Murray. July 5 at 11. Weatherhead, Coleman-st.

Lloyd, Oliver Wimburn, Gresham-bldgs, Basinghall-st, Solicitor. Pet June 14. July 5 at 12. Rae, Mincing-lane.

Macgregor, Geo, Mile-end-rd, out of business. Pet June 18. Pepys. July 8 at 1. Pittman, Guildhall-chambers.

Martin, Sem Nicholas, Prisoner for Debt, London. Pet June 19 (for pau). Pepys. July 5 at 12. Miller & Stubbs, Eastcheap.

Mason, Richd, Prisoner for Debt, Hertford. Adj June 15. Pepys. July 8 at 12.

Milnes, Wm, Prisoner for Debt, London. Pet June 17 (for pau). Brougham. July 7 at 12. Goatley, Bow-st, Covent-garden.

Morriss, John Wm, Prisoner for Debt, London. Pet June 18 (for pau). Murray. July 5 at 1. Biddles, South-sq, Gray's-inn.

Norris, Wm Edwin, Barron's-pl, Waterloo-rd, Sawyer. Pet June 17. Murray. July 5 at 11. Solomon, Finsbury-pl.

Paine, Wm, Chalfont, Bucks, Farmer. Pet June 18. Pepys. July 8 at 1. Ditton, Ironmonger-lane.

Pascoe, Wm Williams, Prisoner for Debt, London. Pet June 17 (for pau). Pepys. July 8 at 12. Cooke, Gresham-bldgs.

Prodger, Saml, Eastbourne, Sussex, Cement Pipe Merchant. Pet June 9. Murray. July 5 at 12. Crowdy, Serjeant's-inn, Fleet-st.

Read, Wm, Richard st, Cornwall-rd, Blackfriars-rd, Carpenter. Pet June 17. July 5 at 12. Levy, Surrey-st, Strand.

Roberts, Benj, Toddington, Bedford, Licensed Victualler. Pet June 18. Murray. July 5 at 12. Field, Furnival's-inn, Holborn.

Russell, John, Manchester-st, Notting hill, out of business. Pet June 17. Murray. July 5 at 11. Burt, Guildhall-chambers, Basinghall-st.

Seiler, Fredk, Spalding-ter, Tufnell-pk, Holloway, Builder. Pet June 15. July 5 at 2. Terrell & Co, Basinghall-street.

Seymour, Wm, Jermyn-st, Job Master. Pet June 17. Pepys. July 8 at 11. Lumley & Lumley, Old Jewry-chambers.

Sheppard, John, Mo-elle-st, Tottenham, Whip Maker. Pet June 19. July 7 at 1. Godfrey, Gray's-inn.

Smart, Saml Jas, Thomas-st, Hackney-rd, Fancy Box Maker. Pet June 18. Peyys. July 8 at 11. Lewis, Hackney-rd, Shoreditch.

Strickland, Wilfred, Upper Whitecross-st, China Dealer. Pet June 18. Murray. July 5 at 12. Pittman, Guildhall-chambers, Basinghall-st.

Tarver, Chas, Prisoner for Debt, London. Pet June 16 (for pau). Brougham. July 7 at 11. Harrison, Basinghall-st.

To Surrender in the Country.

Allen, Wm, Lpool, out of business. Pet June 18. Hime. Lpool, July 8 at 2. Hughes, Lpool.

Anty, Joseph, Sheffield, out of business. Pet June 14. Wake. Sheffield, July 2 at 1. Chambers & Son, Sheffield.

Bedford, Thos Fisher, Lpool, Butcher. Pet June 18. Hime. Lpool, July 6 at 2. Lupton, Lpool.

Bennett, Wm, Sheffield, Grocer. Pet June 17. Wake. Sheffield, July 8 at 1. Binney & Son, Sheffield.

Booth, Geo, Basford, Nottingham, Journeyman Smith. Pet June 16. Patchitt. Nottingham, June 30 at 10.30. Cranch, Nottingham.

Bricknell, Alfred, Launton, Oxford, Poulterer. Pet June 17. Stone. Bicester, June 30 at 11. Mills, Bicester.

Buller, Thos, Prisoner for Debt, Warwick. Adj June 17. Hill. Birm, July 7 at 12. James & Griffin, Birm.

Cambridge, Saml, Willenhall, Stafford, Sub Railway Contractor. Pet June 17. Brown. Wolverhampton, July 7 at 12. Best, Willenhall.

Clark, Geo, Brighouse, York, Beerseller. Pet June 17. Rankin. Halifax, July 8 at 10. Storey, Halifax.

Clark, Thos, Exeter, Coal Dealer. Pet June 19. Daw. Exeter, July 3 at 11. Floud, Exeter.

Clegg, Robt, & Abraham Clegg, Brownside, Lancaster, Cotton Manufacturers. Pet June 17. Fardell. Manch, July 7 at 12. Sale & Co, Manch.

Clifton, Robt, Tattershall, Lincoln, Veterinary Surgeon. Pet June 18. Leeds, July 14 at 12. Brackenbury, Alford.

Cooke, Abraham, Prisoner for Debt, Warwick. Adj June 17. Hill. Birm, July 7 at 12. James & Griffin, Birm.

Cousins, Eliz, Manch, Hotel Keeper. Pet June 9. Fardell. Manch, July 11 at 11. Sale & Co, Manch.

Crozier, Jas, Scarborough, York, Cook. Pet June 14. Woodall. Scarborough, July 5 at 3. Glover, Scarborough.

Dennison, Joseph, Penrith, Cumberland, Bonesetter. Pet June 14. Broatch. Keswick, June 28 at 11. Lowthian, Keswick.

Fielder, Frances, Bath, Somerset, Widow. Pet June 15. Bath, July 6 at 11. Slack & Co, Bath.

Glover, Joseph, Lpool, Master Mariner. Pet June 17. Lpool, July 5 at 11. Etty, Lpool.

Gouldthorpe, Joseph, Prisoner for Debt, York. Adj May 15. Shirley. Doncaster, July 6 at 12. Woodhead, Doncaster.

Gray, Llewelyn Griffith, Bradford, York, Tobacconist. Pet June 17. Bradford, July 2 at 9.15. Hill, Bradford.

Harrison, John Heys, Bolton, Lancaster, Carder. Pet June 19. Holden. Bolton, July 7 at 10. Ramwell, Bolton.

Hart, Thos, Newcastle, Barman. Pet June 19. Clayton. Newcastle. July 3 at 10. Johnston, Newcastle-upon Tyne.

Heckler, Martin Gibson, Derby, Gent. Pet June 3. Weller. Derby, July 14 at 12. Gamble, Derby.

Hilton, Cornelius, Derby, Builder. Pet June 14. Weller. Derby, July 14 at 12. Briggs, Derby.

Hoffman, John Wm, Prisoner for Debt, Warwick. Adj June 17. Tudor. Birm, July 2 at 12. James & Griffin, Birm.

Horstmann, Gustav, Bath, Watch Manufacturer. Pet June 19. Wilde. Bristol, July 3 at 11. Witton, Bath.

Howitt, John, Sale, Chester, Man Servant. Pet June 15. Southern. Altrincham, July 3 at 11. Hinde, Altrincham.

Jackson, Richd, Over, Chester, Corn Dealer. Pet June 16. Cheshire. Northwich, July 7 at 10. Bent, Over.

Jones, Saml, Narberth, Pembroke, Saddler. Pet March 10. Owens. Narberth, July 2 at 10. Lascelles, Narberth.

Jones, Fredk, Birm, Builder. Pet June 19 (for pau). Guest. Birm, July 16 at 10.

Kay, Wm, Birm, Eating-house Keeper. Pet June 18. Guest. Birm, July 16 at 10. Duke, Birm.

Lister, Eliz, Bradford, York, out of business. Pet June 18. Bradford July 2 at 9.15. Yewdall, Bradford.

Lloyd, John, Shrewsbury, Salop, Charcoal Merchant. Pet June 19. Peele. Shrewsbury, July 12 at 11. Broughall, Shrewsbury.

Loughton, Geo, Prisoner for Debt, Durham. Adj June 16. Gibson. Newcastle upon-Tyne, July 14 at 12. Hoyle, Newcastle-upon-Tyne.

Loveridge, Chas Warre, Chard, Somerset, Esq. Pet June 18. Exeter, July 5 at 11. Dommett & Canning, Chard; Daw & Son, Exeter.

Matthews, John, & Thos Payne, Gloucester, Brush Manufacturers. Pet June 18. Wilde. Bristol, July 2 at 11. Cooke, Gloucester.

McCormick, Wm Newell, Prisoner for Debt, Manch. Pet June 18. Macrae. Manch, July 8 at 11. Bent, Manch.

Monnington, Hy, Birm, Packer. Pet June 16. Guest. Birm, July 16 at 10. James & Griffin, Birm.

Morris, Alfred, Derby, Fish Dealer. Pet June 1. Weller. Derby, July 14 at 12. Briggs, Derby.

Morris, John, Prisoner for Debt, Hertford. Adj June 15. Carver. Royston, July 3 at 12.

Morris, Thos, Birkenhead, Chester, Builder. Pet June 18. Wason, Birkenhead, July 2 at 10. Downham, Birkenhead.

Nettleton, Fredk Chapple, Plymouth, Devon, Accountant. Pet June 18. Exeter, July 7 at 12.30. Edmonds & Son, Plymouth; Floud, Exeter.

Percival, John, Over, Chester, Provision Dealer. Pet June 16. Cheshire, July 7 at 10. Bent, Over.

Pyrah, Abraham, Leeds, out of business. Pet June 19. Leeds, July 5 at 11. Simpson, Leeds.

Radcliffe, Squire, Over Darwen, Lancaster, Auctioneer. Pet June 18, Fardell. Manch, July 6 at 11. Smith & Boyer, Manch.

Riley, Wm, Warley, York, Beerseller. Pet June 17. Rankin. Halifax, July 9 at 10. Storey, Halifax.

Roberts, Jas, Wolverhampton, Stafford, Plasterer. Pet June 16, Brown. Wolverhampton, July 7 at 12. Greenway, Wolverhampton.

Summerville, John, Bristol, Builder. Pet June 19. Wilde. Bristol, July 3 at 11 Fussell & Prichard, Bristol.

Taylor, Wm, Lpool, Butcher's Assistant. Pet June 17. Hime. Lpool, July 5 at 2. Thornley, Lpool.

Taylor, Betty, Prisoner for Debt, Worcester. Pet June 12 (for pau). Crisp. Worcester, July 5 at 11. Tree, Worcester.

Temple, Elijah, Gt Driffield, York, Marine Store Dealer. Pet June 16. Leeds, July 14 at 12. Bell & Leak, Hull.

Turner, John Wm, Birm, Licensed Victualler. Pet June 9. Hill. Birm, July 7 at 12. East, Birm.

Wardle, Richd, Newcastle-upon-Tyne, out of business. Pet June 16. Clayton. Newcastle, July 3 at 10. Joel, Newcastle-upon-Tyne.

Watts, John Thos, Wakeham, Dorset, Chemist. Pet June 19. Andrews. Weymouth, July 6 at 11. Howard, Weymouth.

Webster, Hy, York, Earthenware Maker. Pet June 16. Perkins. York, July 12 at 11. Young, York.

Whiting, Elder Jas, Wallingford, Berks, Cooper. Pet June 16. Atkinson. Wallingford, July 2 at 1. Dodd, Wallingford.

Whitman, Alfred, Dorstone, Hereford, Shoemaker. Pet June 18. Williams. Hay, July 8 at 3. Games, Hay.

Whittle, Hy Richd, Birm, Stationer. Pet June 9. Tudor. Birm, July 2 at 12. Tower, Lower Thames-st.

Williams, David, Rhiwbryfdir, Merioneth, Bootmaker. Pet June 17. Jones. Portmadoc, June 5 at 12. Breese, Portmadoc.

Williams, Fredk Rice, Carmarthen, Watchmaker. Pet June 17. Wilde. Bristol, July 2 at 11. Henderson & Salmon, Bristol.

Wilson, Bartholomew, Old Swan, nr Lpool, Grocer. Pet June 18. Hime. Lpool, July 7 at 2. Dixon, Lpool.

Wright, John Walker, Doncaster, York, Grocer. Pet June 14. Leeds, July 7 at 12. Fisher, Doncaster; Bond & Barwick, Leeds.

BANKRUPTCIES ANNULLED.

TUESDAY, June 22, 1869.

Slater, Joseph, Rawmarsh, York, Grocer. June 16.